

**TENDER NOTICE NO. AGM/OAD/2025-26/**

**DATED: 26/11/2025**

**STATE BANK OF INDIA, OFFICE ADMINISTRATION DEPARTMENT (10<sup>th</sup> FLOOR), B BLOCK, LOCAL HEAD OFFICE, 1, STRAND ROAD, KOLKATA-700001**

**REQUEST FOR PROPOSAL FOR CLEANING, HOUSEKEEPING AND MAINTENANCE SERVICES AT VARIOUS OFFICES AND BRANCHES SITUATED IN KOLKATA CIRCLE**

**Start Date: As per GeM portal**

**End Date: As per GeM portal**

**Pre-Bid meeting: Pre-bid meeting will be scheduled on 29/11/2025 AT 15.00 PM AT OFFICE ADMINISTRATION DEPARTMENT (10<sup>th</sup> FLOOR), B BLOCK, LOCAL HEAD OFFICE, 1, STRAND ROAD, KOLKATA-700001**

**Technical Bid Opening date: As per GeM portal**

State Bank of India, a body Corporate, incorporated under the State Bank of India Act 1955 having its Corporate Centre at State Bank Bhawan, Madame Cama Road, Mumbai, one of the Local Head Office at 1, Strand Road, Kolkata -700001 herein after referred to as “the Bank”, Office Administration Department, Local Head Office, Kolkata intends to invite offers from reputed, reliable and experienced Service Provider for housekeeping, cleaning and maintenance services at various branches and offices situated under Kolkata Circle. The branches and offices of Kolkata circle are in different states West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands. Accordingly, the Bank invites “**Request for proposal**” (RFP) from the Service Provider for deployment of manpower for housekeeping, cleaning and maintenance services who fulfil the pre-qualification criteria as per the details given below.

- 1. The applicant/Service Provider must be a legal entity (Private Limited Company/Public Limited Company) registered under the relevant laws for registration of such legal entity having an object clause in its charter document to provide housekeeping, cleaning and maintenance services/facility management services.**
- 2. The applicant: (i) must have valid PAN/ TAN, CIN, TIN and LIN number (ii) must be registered under Shops and Establishment Act in West Bengal (date of registration must be prior to 01/04/2025). (iii) must have GSTIN number; (iv) must be registered with EPFO; (v) must be registered with ESIC; (vi) MSME registered with Udyam portal of GoI (Subject to production of documentary evidence). (vii) Must have valid ISO certificate.**

3. Applications submitted by applicants not having valid and current license under Contract Labour (Regulation and Abolition) Act or those whose services have been terminated by the Bank within the last three years due to noncompliance of the provisions of any of the associated Acts/Laws, Contract Labour Law, Minimum Wages Act or any other labour legislations, etc. shall be rejected summarily.
4. The applicant/Service Provider (other than registered MSME / Start up) must have minimum experience of 300 manpower for a continuous period of **07** years at a stretch as on 31.03.2025 in providing housekeeping, cleaning and maintenance services in Public Sector Undertakings, Listed Private Sector Units, Public Sector Banks, Private Sector Banks, Autonomous Bodies and Government Departments.

Note: As per Government of India policy circular no. 1 (2) (1)/2016-MA dated 10.03.2016, the Government of India has relaxed condition of prior experience and prior turnover criteria with respect to Micro & Small Enterprises in all public procurement subject to meeting of quality and technical specifications. The relaxation will be given to MSMEs as mentioned above GoI Policy. Similar exemptions for Start-up shall also be applicable for this tender.

While applications received from MSMEs without prior experience and turn over will be considered but comparative suitability among MSMEs will be reckoned as per evaluation matrix given in **Annexure C**.

5. Being selected as an empaneled applicant/service provider does not guarantee work. Allotment of work & payment terms would be decided by the designated committee at LHO/Administrative Offices as applicable as per the actual requirement of the Bank. Applicant/Service Providers to note that no negotiation on this issue would be entertained at any level. Bank may at any time increase/ decrease the requirement of manpower without assigning any reason.
6. The applicant should not have been disqualified / debarred / blacklisted/de-paneled from any Government/Semi-Government/PSUs/Public Sector Banks/ Public Limited (Listed) Company including any of the Offices/Branch of State Bank of India Pan India during last **02** years as on 31.03.2025. A suitable declaration to be submitted on the Letter Head of the company duly signed by the Authorized Signatory only. The application of disqualified/debarred/blacklisted applicant shall be summarily rejected.
7. Applications from applicant/Service Provider who have previously abandoned providing services to the Bank dishonoring the agreement without any valid reason shall be summarily rejected.

8. The invitation of offer from service provider shall be required to enter into an Agreement for a period of **two years** from the date of commencement of the Agreement, subject to review at the expiry of **every 12 months period**, and extendable for one more year provided the service provider has license and/or renewed license and renders satisfactory services. However, the Bank reserves the right to extend / reduce this period without assigning reasons whatsoever.
9. Mere submission of RFP will not entail any applicant/Service Provider to be short listed for empanelment. Empanelment shall be done only to the shortlisted applicant/Service Provider based on the verification of RFP, scoring through evaluation matrix and field inspection of running contract, on need basis and site visit of the offices of the applicant/Service Provider in and around Kolkata.
- 10. Experience of providing security guards/ services in PSUs or any other listed Pvt Sector units or Public/ Pvt Sector Banks or Government Departments or Autonomous bodies or ATM sites will not be considered for experience for Housekeeping, cleaning and maintenance work.**
11. Bank reserves its rights to accept/reject any/all tender without assigning any reasons whatsoever and no correspondence shall be entertained in this regard. Please note that the Bank will not make any correspondence with any of the applicant/Service Provider except with the applicant/Service Provider who will be qualified and shortlisted in the evaluation process for selection of applicant/Service Provider in this regard in future.
12. All pages of the tender document submitted through GeM portal must be duly authenticated as per requirement of GeM portal by directors of the company or by a person holding a power of attorney authorizing him/her to do so. Such power of attorney should be attached in original along with the tender documents. All corrections shall be duly signed in and stamped. Application without copy of any of the documents duly signed and stamped on all pages (indexed with page number) as mentioned in check list of documents will be summarily rejected. Original of all documents will be verified after shortlisting of successful applicants/ Service Providers through Evaluation Matrix. Applicant/ Service Provider who will not produce original documents within stipulated time (7 days) as advised by the Bank will be disqualified and EMD will be returned in the account provided by them or handed over to them after due acknowledgement.

**All Technical Bids which fulfill eligibility criteria as per Terms & conditions mentioned in tender documents shall be eligible for evaluation as per Evaluation Matrix given in Annexure-C. Technical bids that do not satisfy the eligibility criteria shall be rejected and not considered for evaluation. Bids of applicant/ service provider whose score is 75 or more as per evaluation matrix will be shortlisted in the descending order of scoring. The Financial Bid shall be opened only for those bidders who are short listed on GeM Portal under Housekeeping, cleaning and maintenance service.**

## **A) PROCEDURE FOR SUBMISSION AND OPENING OF TENDERS: -**

**Document / Application form for RFP to be downloaded from GeM Portal. For further clarification, if any, may be clarified by email only to [agmoad.lhokol@sbi.co.in](mailto:agmoad.lhokol@sbi.co.in) till 01/12/2025, 15.00 hours. Corrigendum, if any, will be available on GeM Portal only. Submission of Tender/Bid through physical copy is not required. Tender/Bid is to be submitted online through GeM Portal only.**

- I. All the documents shall be complete and duly filled in all respects, duly numbered, signed and stamped by an authorized representative/s of the Company. List of documents to be attached by the applicant (applicant/ Service Provider) is as under:
  - a. Copy of RFP duly signed on each page.
  - b. Eligibility Criteria **(Annexure A)**
  - c. General Terms & Conditions-**(Annexure A1)**
  - d. Scope of work- **(Annexure B)**
  - e. **Evaluation Matrix (Annexure C)**
  - f. Application form along with check list - **(Annexure D)**
  - g. Pre-Qualification Mandatory requirements- **Annexure D1**
  - h. Solvency certificate- **(Annexure-E)**
  - i. Declaration regarding near relatives of SBI employees-**(Annexure-F)**
  - j. Declaration regarding wages to be paid **(Annexure-G)**
  - k. Financial Bid format **(Annexure -H)**
  - l. Format of Bank Guarantee- **(Annexure-I)**
  - m. **Declaration of Integrity- (Annexure J)**

## **II. PROCEDURE:**

1. Technical as well as financial bid shall be submitted on the GeM portal only.
2. State Bank of India will not be liable for any delay in submission of documents in GeM portal due to any technical reason.
3. Bank will not entertain any further correspondence with the applicant/ Service Provider who are unsuccessful in the empanelment process or whose applications are rejected for not submitting the tender/application as per the terms of the Tender Notice.

4. Provision of work order to the Service Provider is at the discretion of the Bank. Service Provider does not guarantee job provision.

**5. Any tender received after due date and time shall not be entertained.**

**6. Technical Bid:**

(Technical Bid): Technical offer must be submitted along with documents mentioned in **Annexure D**.

Tender Forms with all documentary proof of facts declared in application form (Annexure D) together with other documents such as power of attorney, resolution of board etc. authorizing an officer of the tenderer and nominating a responsible person of the tenderer to transact the business with the SBI, Memorandum of Association/Article of Association, Certificate of incorporation, CIN, List of directors etc. shall be submitted in Gem Portal and also submitted to the bank as mentioned in clause 5 above.

**Proof of Earnest Money Deposit of Rs.10,00,000/- only must be uploaded on GeM portal. However, MSME Vendors and Start-ups are exempted from EMD as per Government of India guidelines. Further, Company having annual turnover of INR 500 crore or more, at least once in last completed financial years as on 31.03.2025 as per GeM General Terms & Conditions will also be exempted from EMD.**

**7. Price Bid: Price bid form (Annexure – H) must be uploaded in GeM portal only.**

**8. Deadline/ Extension of deadline for submission of tenders:**

For submission of tender, tenderer must complete bid submission stage as per schedule of the tender.

SBI may, at its discretion, extend the deadline for the submission of tenders by amending the tender document in which case all rights and obligations of SBI and Tenderer previously subject to the deadline will thereafter be subject to the deadline as extended.

Any addendum/corrigendum as well as clarification thus issued shall be a part of the Tender documents and it will be assumed that the information contained in the amendment would have been considered by the tenderer in its tender submission. Offers not submitted in time will not be entertained.

**9. Opening of Technical bid:** On the bid opening date mentioned in GeM portal, the tenderer should depute an authorized officer as his representative. Presence or absence of any of the tenderers shall not hamper the Tender opening process.

## **B. Procedure for Evaluation of Tenders:**

1. On the bid opening date, time and venue, the Bank's Committee shall examine the contents of the tenders received along with all prescribed mandatory documents on Gem portal only.
2. The technical bids shall be evaluated based on the available documents submitted by the bidder in Gem Portal. The technical bid evaluation shall be done based on the following criteria: During **the technical evaluation stage, each bidder shall be assigned marks out of a total of 100 marks, as per the criteria / evaluation matrix specified in Annexure C.** The Technical Bid will be evaluated for technical requirements as per the stipulations. The experience and expertise of bidder, record of satisfactory services and capability for providing the **housekeeping and maintenance services** for the Offices and branches spread over state of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands will be critical factors in selection. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected.

## **C. Other conditions of Tender:**

1. The applicant/ Service Provider should not be a company blacklisted or included in negative list or terminated of their services by their clients i.e., Public Sector Undertakings, Reputed Private Sector Units, Public Sector Banks, Private Sector Banks and Government Departments. No director(s) / key managerial personnel of the applicant/ service providers should be/has been a director/Key Managerial Person in a Company blacklisted or included in negative list by any Scheduled Bank /PSU/Corporate Body/Government Body /Public Listed Company/ Reputed Private Sector Units. If the Bank finds the undertaking / certificate provided by the bidder to be false / forged at any time at the time of tender submission or during the period of the contract (if the contract awarded), the applicant/ Service Provider shall be immediately disqualified / terminated of their services and the amount under the EMD/ Interest bearing STDRS furnished as security deposit / Performance Bank Guarantee will be forfeited/invoked by the Bank.
2. The evaluation will focus on degree of capability for requirements of the Bank. It may include reference calls and Site visits to selected institutes/corporates/ organizations/ banks etc. To facilitate scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask for clarifications on offers. The request for such clarifications and bidder 's response must necessarily be in writing/e-mail. However, if the Bank, based on the information furnished in the bid document or received otherwise, finds that the bidder is not capable to provide the housekeeping and maintenance services, the Bank reserves the right to reject any or all such bids without assigning any reason whatsoever. As part of the scrutiny & evaluation, if so, demanded by the Bank, the Bidder should produce the originals of any document(s) submitted by the Bidder with the Bid Document. The technical scrutiny shall be based on submitted substantive documents.

**All Technical bids which fulfil the eligibility criteria as per terms and conditions mentioned in the tender documents shall be eligible for evaluation as per evaluation matrix given in Annexure-C. Technical Bids that do not satisfy the eligibility criteria shall be rejected and not considered for evaluation. Bids of applicant/ Service Provider who score 75 or above as per evaluation matrix will be shortlisted in the descending order of scoring. Financial bids whose score is 75 and above as per evaluation matrix in annexure-C shall be opened through GeM portal only. When L1 bidder will be identified, opportunity shall be given to other bidders whose bid is above L1 to match the rate of L1 bid. However, those L1 bids whose technical bids rank as the first 10 bids in the decreasing order of score as per evaluation matrix, will be eligible for awarding the work. In case of tie-up of scores in evaluation matrix during the final selection of 10 qualified bidders, all bidders having equal marks at the cut-off point (say 100/95/90/85/80/75) may be considered, even if this results in the number of qualified bidders exceeding 10 and final decision of work allocation will be taken by the committee members. If 10 bidders are not qualified due to minimum eligibility criteria/ marks, work will be distributed amongst all those successful bidders who qualifies the minimum marks as per evaluation matrix (as per annexure - C). The decision taken by the committee member shall be considered as the final decision regarding allocation of work to the qualified service provider/bidders.**

3. Providing work order to the selected bidders/ Service Provider is at the discretion of SBI. Empanelment of bidders/ service providers do not guarantee issuance of work to the empaneled bidders/ Service Providers by SBI.
4. The Selection committee shall also analyse that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
5. Any tender, during the evaluation process, not meeting the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation.
6. If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. the tenderer must deposit Rs.1,00,000 (Rupees One Lac only) in the form of Demand Draft/Bankers cheque drawn in favour of "STATE BANK OF INDIA" payable at Kolkata in terms of deposit. The amount so deposited shall be refunded, if after scrutiny, the complaint is found to be true by the appropriate authority. However, if the complaint is found to be false and malafide, the deposit will be forfeited. No interest shall be paid against this deposit.
7. Copy of Common Annual return submitted to "Shram Suvidha portal" of Ministry of labour and employment for last years for each client as submitted in the application.

8. The applicant Company/bidder must be submitted work completion certificated along with respective work order and valid labour license against the work order and copy of return filled on shram Suvidha portal, wherever it is applicable, otherwise work completion or experience certificate will not be considered for evaluation matrix.
9. At any point of time prior to the deadline for Submission of tender, the Bank may amend the tender documents by issuing Addenda/Corrigendum in Bank's web site only.
10. The applicant must produce relevant documentary evidence along with the Technical Bid form. Non-disclosure of relevant information or furnishing of incorrect information/ documents will suffer disqualification under Technical Bid.
11. The applicant must not sub-let the contract awarded to any other Company. Conditional tenders are not acceptable. In case of any deviation, **a separate detailed deviation statement is to be enclosed**. If no deviation statement is enclosed, then it will be deemed that the tenderers has accepted all terms and conditions.
12. Non-disclosure of relevant information or furnishing of incorrect information / documents will suffer disqualification. Applicant/ Service Provider which are defaulter in payments of statutory dues including GST (at any point of time during the last 3 years as on 30/11/2025) shall be disqualified. Defaulter in payment of salary by the applicant/ Service Provider will render disqualification during the selection process. Defaulter in payment of salary to employees in time by the Service Provider is also amounts to disqualification of the Service Provider in the final selection process.
13. This tender is not an offer by the Bank, but an invitation for applicants/ Service Provider to response. No contractual obligation on behalf of the Bank, whatsoever, shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Successful applicants/ Service Provider. However, until a formal contract is prepared and executed, this tender and the Bid submitted in response to the same by the Successful/empaneled applicants/ Service Provider together with Bank's written acceptance and notification of award of the contract to Successful/empaneled applicants/ Service Provider shall constitute a binding contract with the Successful /empaneled applicants/ Service Providers. The information contained in this tender document is subject to updating, expansion, revision and amendment at the discretion of the Bank. It does not, purport, to contain all the information that the applicants/ Service Providers may require. SBI does not undertake to provide any applicants/ Service Providers with access to any inaccuracies therein, which may become apparent. SBI reserves the right or discretion to change, modify, add to or alter any or all of the provisions of this tender and/ or the bidding process, without assigning any reasons whatsoever.



14. The Bank, in any manner, is not responsible for the postal delay/loss/non-receipt of tender application/documents.
15. Pre-qualification under Technical Bid will be based on meeting the minimum eligibility criteria. The shortlisted bidders will be eligible for participation in Price Bid.
16. Bank may at any point of time can increase or decrease the number of manpower without assigning any reason.

**C :- FINAL SELECTION PROCESS AND AWARD/ALLOCATION OF WORK CRITERIA:**

(i) *Technical bids **with minimum score of 75 and above as per evaluation matrix as given in Annexure C**, shall be eligible for opening of financial bid. Technical Bids will be opened as per prescribed in GeM portal only at the office of Assistant General Manager, State Bank of India, Office Administration Department, 10<sup>th</sup> floor, Local Head Office, 1, Strand Road, Kolkata - 700001. If the bidders want to participate in opening of technical bid or price bid, then the authorised signatory of the bidders or their duly authorized representatives. The authorized representatives must bring necessary authority letters under an official letter head of the bidders conferring full and comprehensive authority to deal with all matters relating to the tenders (not more than two representatives from each service providers). If the bidders or their authorized representatives fail to reach in time, the bids will be opened in their absence. In case, the date of opening of tenders is declared as a holiday or deferred, the tenders will be opened on the next working day/deferred date at the same time and venue.*

(ii) **All Technical bids which fulfil the eligibility criterion as per terms and conditions mentioned in the tender documents shall be eligible for evaluation as per evaluation matrix given in Annexure-C. Technical Bids that do not satisfy the minimum eligibility criteria shall be rejected and not considerable for evaluation. Bids of applicant/ Service Provider who score 75 or above as per evaluation matrix will be shortlisted in the descending order of scoring. Financial bids whose score is 75 and above as per evaluation matrix in annexure-C shall be opened through GeM portal only. When L1 bidder will be identified, opportunity shall be given to other bidders whose bid is above L1 to match the L1 bid. However, those L1 bids whose technical bids rank as the first 10 bids in the decreasing order of score as per evaluation matrix will be eligible for awarding the work. In case of tie of scores in evaluation matrix during the final selection of 10 qualified bidders, all bidders bid equal marks at the cut-off point (say 100/95/90/85/80/75) may be considered and will be eligible for allocation of work, even if this results in the number of qualified bidders exceeding 10. If 10 bidders are not qualified due to minimum eligibility criteria/ marks, work will be distributed among all those successful bidders only who qualifies the minimum marks as per evaluation matrix (Annexure-C).**

(iii). All the qualified bidders will be awarded the work on pro rata basis as per their score obtained in evaluation matrix as per annexure - C in descending order.) **L1 bidder selected by the GeM (System selected) will be awarded additional work of one establishment (Either LHO or RBO).**

*(iv) Service charge/management fee/convenience charge quoted by L1 or matching L1 must not be below 3.85%. The bid will be summarily rejected if the bidders quote the service charges below 3.85% (Department of expenditure, procurement policy Division) dated 06.01.2023.*

(v) It will be mandatory to accept work for providing services of regions comprising of urban, Semi-urban as well as rural branches and vendor should be willing to take up work of supply and maintenance together. Bank has a right to allot the work for any area/region/AO to any of the successful vendor without giving priority to L1 or any other vendor.

### **C1. Security Deposit:**

The applicants/ Service Provider, upon selection, will have to furnish Security deposit for an amount equivalent to 26 days wages of the number of employees engaged by the applicants/ Service Provider by the Bank. The qualified Service Provider may keep entire amount equivalent to 26 days salary of the number of employees engaged by the empaneled service providers in the form of interest bearing STDR maintained at any branches of SBI with a lien on SBI OAD or shall keep 50% of amount equivalent to 26 days salary of the number of employees engaged by Service Provider in the form of interest bearing STDR maintained at any branches of SBI with a lien on SBI OAD and rest 50% amount as Bank Guarantee. The Bank Guarantee shall be issued from a scheduled commercial Bank other than SBI and co-operative bank acceptable to the Bank. The Bank Guarantee shall have a validity period of 36 months. Bank Guarantee and interest bearing STDR must be submitted within 7 days of the receipt of intimation from the Bank about acceptance of its bid offer by the successful applicants. For any delay in submission of the Bank Guarantee and/or interest bearing STDR beyond the stipulated period, the selection of such applicants/ Service Provider shall be terminated and the EMD shall be forfeited. In the event, any financial liabilities/legal complications devolved against the Bank due to violation of Minimum Wages Act or any other Act, Rules or Regulations by the applicants/ Service Provider, any violation of the agreement, the amount so decided by the Bank will be recovered from the Service Provider / from the amount payable to Service Provider and/or by invoking the Bank Guarantee and/or from the interest bearing STDR kept as Security Deposit by the Service Provider to the Bank while awarding the contract. In such circumstances, any depletion of amount in Bank Guarantee and/or interest bearing STDR kept as Security Deposit, the Service Providers will have to replenish the amount to the amount equivalent to 26 days salary of the number of employees engaged by the empaneled Service Provider (within 7 days of depletion). Any deduction /recovery/forfeiture of EMD/ Security deposit by Bank as mentioned above shall be conclusive, non-objectionable and binding upon applicants/ Service Provider. The security deposit money will be refundable at the end of the contractual period (after 3 months), provided there are no other penalties to be levied on the Company due to loss/theft/damage etc. to Bank Property or negligence/deficiency in service and

made attributable to the Company or any of its employees by the Bank and there are no other claims of central or State government agencies/labour courts pending against the Company/ Service Provider and brought to the notice of the bank like duty taxes and levies etc.

#### **D. Signing of Contract Documents**

Service providers qualified and selected through the process mentioned in clause F above shall be required to execute agreement with the Bank for a period of 02 years containing general terms and conditions as mentioned in Annexure A1 on a stamped paper. The service provider shall bear all the cost and expenses in respect of all charges, stamp duty etc. of the agreement. Within 15 days from the receipt of intimation of allotment of work. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer irrespective of whether such formal agreement is subsequently entered into or not. **After two weeks of delay in execution of work, the Bank reserves the right to cancel the agreement and get this job carried out by other qualified and selected applicant/ Service Provider. In addition to the above the Bank may forfeit the amount of EMD kept with the Bank. The concerned applicant/ Service Provider shall also be blacklisted for a period of 1 year.**

#### **E. Validity of Tender**

Tenders shall remain valid and open for acceptance for a period of 6(six) months from the last date of submission of Bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank, the Bank shall be at liberty to forfeit the EMD without prejudice to any other right or remedy.

Any clarification may be obtained through [033-48132754 or email at [<agmoad.lhokol@sbi.co.in>](mailto:agmoad.lhokol@sbi.co.in) . Selection on technical parameters will be made based on fulfilment of eligibility norms and particulars and documents furnished by the applicant as required and satisfactory verification carried out by the Bank. Incomplete information in the application may lead to summarily rejection of the same. **Bank reserves the right to accept or reject any or all applications without assigning any reason whatsoever. Bank's decision as regards eligibility will be final and binding.**

For and behalf of State Bank of India

Assistant General Manager (OAD)  
Office Administration Department, 10th floor  
Local Head Office, 1, Strand Road  
Kolkata - 700001

### Eligibility Criteria

1. The applicant/Service Provider must have a Registered Office / Branch Office within Kolkata Municipality. The applicant / Service Provider must submit proof of Lease Agreement/Rental agreement/Ownership in its favour in respect of office. Shops & Establishment Certificate for that establishment must be issued **prior to 01/04/2025**. The applicant / Service Provider must have adequate infrastructure in terms of office with adequate staff to manage the contract effectively and efficiently. The tender documents must be signed by the authorized signatories of the applicant/Service Provider as per the Board resolution of the applicant/Service Provider. A copy of the Board resolution of the applicant/Service Provider in this regard must be enclosed with the tender. It should be registered in India under the Indian Companies Act of 1956 or any other act as applicable against such applicants/Service Providers/Companies.
2. The applicant/ Service Provider must provide evidence of work orders where in 300 and more housekeeping, cleaning and maintenance staffs are deployed in branches, offices, residential complexes in Public Sector Undertakings or Listed Private Sector Units, or Public Sector Banks, or Private Sector Banks or Government Departments since last 07 years at a stretch along with performance certificate from that organization. **Experience of providing security guards/ services in PSUs or any other listed Pvt Sector units or Public/ Pvt Sector Banks or Government Departments or Autonomous bodies or ATM sites will not be considered for experience for Housekeeping, cleaning and maintenance work.**
3. The applicant/ Service Provider must not be a loss-making company during the last 3 (Three) continuous and completed years ending 31.03.2025. (Audited balance sheets for FY 2021-22, 2022-23 and 2023-24 along with acknowledged ITR of the FY 2021-22, 2022-23 and 2023-24. Provisional/Audited balance sheet of FY 2024-25 duly certified by Chartered Accountant that there will be no variation in the data by 10% to be submitted.
4. The applicant/ Service Provider must have average minimum annual turnover {Revenue from operations (payments of employees engaged in housekeeping and maintenance)} of **Rs. 10.00 Crores (Rupees Ten Crores only)** in last 3 Financial Year i.e 2021-22, 22-23 & 23-24 (Certificate from Chartered Accountants must be enclosed that Revenue from operations is from payments of employees engaged in housekeeping and maintenance work only. Non submission of CA Certificate will attract disqualification. **This criteria shall not apply to MSME and Start Up.**
5. The applicant/ Service Provider must submit Solvency certificate issued from Scheduled Commercial Bank (other than Co-operative Banks) for an amount of Rs.1,00,00,000.00 (Rs. one Crore only) in proper format and date of which should not be prior to 06 months from the date of issuing of tender.

**Solvency certificate should not be specific/particular i.e., in favour of any bank, Govt Body, PSU etc.**

**6. Pest control license should have in the name of the applicant Company / subsidiary company (wholly owned by the Director (s) of the applicant company only and having issued before the tender floating date. Any MOU or tie-up with another company /third party and sister concern company will not be considered or accepted and their selection will be summarily rejected. Pest control licence in the name of the applicant company / subsidiary company (wholly owned by the Director (s) of the applicant company) is required to minimise the operational cost of the Bank/Branch.**

7. The application/tender must be accompanied with Earnest Money Deposit of Rs.10,00,000=00 (Rs. Ten Lacs only) in the form of a Demand Draft in favour of 'State Bank of India', payable at Kolkata. The Bank will not pay any interest on the EMD. The Earnest Money Deposit (EMD) of empanelled applicant/ Service Provider will be retained at Office Administration Department, Local Head Office of SBI, Kolkata, and will be returned to them after the completion of process of empanelment and 3 months after commencement of job by the Service Providers at the allotted site. However, if the empanelled Service Provider does not undertake the job at the allotted site within stipulated period, the Bank shall forfeit the EMD for which the Service Provider shall not raise any objection, and such forfeiture shall be conclusive, non-objectionable and binding upon the Service Provider. The EMD of un-successful applicant/ Service Provider will be refunded to them within 30 days after finalization of the successful applicant(s). The unsuccessful applicant(s)/ Service Providers may collect the draft from the OAD Department of SBI, LHO Kolkata. The applicant/ Service Provider must provide Account Number, Name of the account, Name of the Bank and Branch of the Bank and IFSC code for refund of EMD in the account. Tender documents submitted without mentioning account number, Name of the Account, Name of the Bank/Branch and IFS Code will be rejected summarily. Applications not accompanied with Demand draft amount of Rs.10,00,000=00 (Rs. Ten lacs only) as EMD shall be summarily rejected. No exemption whatsoever in relation to EMD in tender documents shall be allowed. Any tender submitted without EMD claiming any sort of exemption whatsoever shall be summarily rejected. **This clause shall not apply to MSME and Start Up.**

**GENERAL TERMS AND CONDITIONS:**

1. The empaneled service providers are prohibited from using any information or know-how gained in this contract for another organization whose business activities are similar in part or in whole to any of those of the Bank anywhere in the world without prior written consent of the Bank for a period of three years from the date of the contract.
2. The empaneled service providers must have complied with all labour laws and obtained all licenses/approvals/permissions to carry on the business of housekeeping, maintenance and cleaning services.
3. The empaneled service providers shall be responsible to register himself and obtain a valid labour license under the Contract Labour ( Regulation and Abolition) Act 1970 and rules there under and the service provider must comply with and carry out all the provisions and obligations under the said Act and Rules there under, including renewal of license and furnish all information to the Bank as may be required by Act/Rules and the service provider shall indemnify the Bank against the penalties/ claims, for any default on their part.
4. All persons engaged by the empaneled service providers have to be paid minimum wages (applicable to Central Government rate), EPF, ESIC etc., and not lesser than the minimum rates prescribed by the Government of India under relevant rules in their respective accounts maintained with State Bank of India. All the employees have to be extended coverage of PF/EPF as per the eligibility under PF Act. Appropriate deductions are to be made towards coverage of PF/EPF as per the eligibility under PF Act. Appropriate deductions are to be made towards Professional Tax and Income Tax from the salary wages paid, if applicable and remitted to concerned authorities. All deductions are to be affected from the salary/wages as per the provisions of the Payment of Wages Act. Apart from the heads specifically mentioned in this para, reimbursement shall not be made by the Bank for any other heads. However, service provider shall be liable to make such other statutory payment in compliance with any labour laws to its employees without any reimbursement from Bank.
5. The empaneled service providers must not have been prosecuted or suffered any penalty for violation of any laws by any Labour Authority / Competent Court/other statutory authorities for PF, ESI, Income tax, GST etc. in the last 5 years at a stretch.
6. The Bank shall not be responsible for any lapse on the part of the empaneled service providers in complying with the of provisions of any Labour Acts / Laws, viz, Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulations & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions

Act, 1952 (EPF), Gratuity, Workmen Compensation Act, Bonus Act, etc. It will be the service provider's responsibility to solely abide by all the above Statutory Laws / Regulations and other laws applicable to its employees engaged by him on the work assigned to him under this tender. Receipt of any complaints on this ground will be viewed seriously. It is expressly understood that the manpower deployed by the empaneled service providers are not on the rolls of the Bank and no legal relationship of employer and employee whatsoever subsists between the Bank and such personnel employed by the service provider.

7. The personnel engaged by the service providers and deployed by him at the Bank premises will be in no way be deemed as working under employment of the Bank and there shall not exist any employer-employee relationship between the Bank and the service providers, or his personnel deployed by him. The service providers agree to indemnify the bank against any imposition of penalty, damages, or other award of compensation by the court or other authority as a consequence of any of the persons engaged by the service providers claiming to be employee of the Bank or for any act of non-compliance of any labour law on the part of the service provider.
8. The service providers should not have rescinded / abandoned any housekeeping and maintenance contract awarded by any of its client before the expiry of prescribed period of contract in the last 5 years at a stretch.
9. The service providers should not have suffered disqualification at any time in the past in rendering services like cleaning, maintenance and housekeeping services in respect of matters enumerated herein.
10. The service providers must furnish appropriate declarations in respect of acceptance of the terms and conditions mentioned herein along with his Technical Bid forms.
11. The service provider must obtain for himself at his own responsibility and expenses, all the necessary information/documents including approvals, permissions, risks, contingencies and other circumstances to enable him to make a proper tender and to enter into contract with the Bank, the tenderer must examine the specifications, conditions and seek whatever clarification he desires before submitting the Tender documents.
12. Omission, neglect or failure on the part of the empaneled service provider in obtaining requisite, reliable and full information on any matter affecting his tender, the contract and supply, shall not relieve the service provider whose tender is accepted from any liability under the contract.
13. If service provider withdraws his tender after submission or makes any modifications to the tender after its submission, the tender will be treated as

having been rejected by the Bank and it will not be processed further and EMD will be forfeited.

14. Final award of the contract for cleaning, maintenance and housekeeping services will be subject to the approval of the Competent Authority.
15. The Bank does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason.
16. The service provider shall engage sufficient number of able, trained, efficient, neat & clean (viz., with trim hair-cut, moustache, nail cut) healthy, honest, well behaved and skilled persons including supervisor (s), for upkeep and maintenance of entire premises/ departments/ branches including terrace, open area in the above mentioned buildings and up to 5 feet outside the buildings.
17. The service provider shall arrange daily cleaning and other services of the entire premises/ departments/ branches area as specified in scope of work. This should be strictly adhered to without fail.
18. The service provider shall arrange daily cleaning of all toilets in the premises/ departments/ branches with first grade phenyl and detergents, soap, toilet paper, garbage bags etc. and other materials as specified in scope of work, which shall be provided by the Bank.
19. The service provider shall maintain electrical installations and plumbing work as and when required by qualified electrician, plumber and carpenter, equipped with proper tools. The replacement of items which are irreparable shall be arranged by the Bank. Wages for such skilled labour will be reimbursed by Bank separately (as and when required).
20. **Pest control license should have in the name of the applicant Company / subsidiary company (wholly owned by the Director (s) of the applicant company only and having issued before the tender floating date. Any MOU or tie-up with another company /third party and sister concern company will not be considered or accepted and their selection will be summarily rejected. Pest control licence in the name of the applicant company / subsidiary company (wholly owned by the Director (s) of the applicant company) is required to minimise the operational cost of the Bank/Branch. The service provider shall provide pest control of flies, mosquitoes, cockroaches, lizards etc. by carrying out spray work with good quality repellants such as Finit and/or Baygon etc. spray in the entire buildings at regular intervals. The materials of pest control will be provided by Bank / procured from the service provider. Bank will reimburse the cost of materials to service provider, if procured from the service provider.**
21. The service provider will be responsible to attend to all complaints within the purview of the service provider/contract. The service provider will also be responsible to communicate immediately any complaint of sickness, mishap, accident etc. to The Competent Authority assigned by the Bank.



22. The service provider shall work in close co-ordination with SBI officials working in various establishments related to which the work has been awarded and modified working schedule if required as per user convenience. No claim whatsoever on this account shall be entertained.
23. The service provider should have site office for storage of machines, materials and chemicals, in each ward, with minimum required infrastructure like electricity, water supply etc., for which no rental will be recoverable. However no extra payment shall be admissible for carriage/ shifting etc. After execution of the agreement, the service provider shall store the cleaning material and equipment in proper and organized manner at site. **The materials used for cleaning; maintenance & Housekeeping will be provided by the Bank or reimbursed by the Bank, if procured from the Service Providers.**
24. Under no circumstances, the empaneled service provider shall dispose off garbage, malwa, rubbish & other waste materials within Bank premises and the surrounding premises. If, however during the time of disposing the garbage to notified dumping ground if any penalty imposed by statutory authorities like police or Municipality corporation etc. due to violation of statutory rules, The Bank shall not have any liabilities, and the penalties so imposed will be borne by the service provider.
25. The standard of sanitation / cleanliness shall always be to the satisfaction of the authorized representative of the officer concerned of the Bank whose decision in this regard shall be final and binding to the service provider.
26. The work in general shall be carried out in accordance with the scope of work and instruction issued from time to time. The empaneled service provider and their workers too shall follow strictly all safety precautions required for handling machines, electrical power/ work on heights etc. and the Bank will not be responsible for any losses.
27. The service provider shall execute the work in such a manner that no damage is made to the existing structure. The empaneled service provider shall ensure quality work in planned and time bound manner. Any substandard material / work beyond set out tolerance limit shall be summary rejected by the SBI in-charge and Bank reserves the right to terminate the agreement.
28. The service provider shall conduct the work so as not to interfere with or hinder with the operation of other service providers, or the empaneled service provider shall arrange the work with that of the others in an acceptable and co-ordinate manner and shall perform it in the proper sequence to the complete satisfaction of SBI in charge.
29. The existing drains, pipes, cables, overhead wires, sewer lines, water lines and other services encountered during the execution of the work shall be

protected against damage by the service provider at his own cost. The service provider shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

30. No payment shall be made for any damage caused by natural calamities.
31. The service provider may maintain account with SBI and have to quote their SBI account no. while submitting bills for credit of bill proceeds. The payment of bill will be reimbursed after submission of statutory obligations viz. PF, ESIC challans.
32. The contract is for providing services and is not for supply of contract labour and that the persons employed by him for providing the services more fully described in specification of work shall be the employees of the service provider and not of the Bank.
33. All questions relating to the performance of the obligations under this agreement and to the quality of the materials used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to AGM (OAD) in the Bank, whose decision shall be final, conclusive and binding on the service provider.
34. The service provider will be responsible for the good conduct and performance on their part and the empaneled service provider shall be deemed, for all legal and contractual purposes, as the employer of the said persons and such persons will not have any claim for employment in the Bank now or at a future date. The person engaged by the service provider to perform the work in the Bank shall have no claim of whatsoever nature from the Bank.
35. The service provider would get the police verification of all employees hired by the service provider for the Bank's building (own/rented) done, a copy of which will be submitted to the Bank. List of employees with their Name, Photograph, Permanent address, Local address, contact number will be kept with the Bank.
36. The service provider shall have full control over the employees engaged by him. service provider shall give necessary guidance and directions to employees to carry out the jobs assigned to them. The empaneled service provider shall also be responsible for the payment of their wages and / or dues to his employees, to which they are entitled under the applicable laws. All liabilities arising out of violation of local laws and / or central laws shall be empaneled service provider's responsibility. He will remove any person (s) / employee (s) who may, in the opinion of the Bank be unsuitable or incompetent or who may misconduct, and such a person shall not be again employed or allowed in the work/campus without the permission of the Officer-in-charge of the Bank.

37. The service provider will pay rates and wages as per Minimum Wages Act and observe hours of work and conditions of employment as per existing rules, agreement and applicable laws. They shall be responsible if so required under the relevant law to register and obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under and they must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to the SBI officer in charge as may be required by the Act/Rules and shall indemnify Bank against any penalties/claims for any default on their part, and the said obligation shall survive even after the termination of the Agreement. Bank may undertake a review of the charges payable after every 6 months on account of revision in minimum wages payable as per Government directives. GST Will be payable by the Bank as per applicable rate additionally. TDS & GST TDS will be deducted from the bill amount as per extant norms.

38. The payments to the service provider *shall* be on a monthly reimbursement basis, upon production of Bill(s) in triplicate, along with supporting documents giving proof of work/ duties performed by each employee separately for **Area category A, B & C** as hereunder:

- (i) Bill as per format provided by SBI for actual duties as authorized by bank.
- (ii) Bank Receipts as proof of wages credited in the savings bank a/c of the housekeeping and maintenance personnel.
- (iii) Salary Statements of all personnel engaged at SBI Offices/branches/residential complexes.
- (iv) Taxes, EPF & ESIC Receipt/token receipt of billing month.
- (v) Original Attendance sheet duly certified by respective designated branch.

**Please note that the service provider will submit the bills related to wages of manpower to concerned RBO and after scrutiny of bills concerned RBO will pay the said bills in a centralized manner. The expense will be booked under branch expense.**

39. The service provider **should provide two pairs of uniform along with other accessories like shoes/boots etc. every year and rain jackets (once in two years) winter clothing (once in two years) etc. The cost of Rs.3600/- lump sum will be reimbursed by the Bank on yearly basis. The said Rs.3600 will be paid in two instalments i.e., Rs1800/- half yearly.**

40. It will be service provider's responsibility to ensure that the obligations under the contracts are duly performed and observed. The empaneled service provider shall also designate supervisor(s) by name who will personally check the working of their staff every day. The empaneled service provider shall maintain the 'Daily Report register' of services every day and made available for inspection by the SBI officer in charge.

41. The service provider shall ensure a very high standard of housekeeping and maintenance of the entire departments/ premises/ branches etc. at all times, with due regard to hygiene & cleanliness. Disposal of all garbage shall be the responsibility of empaneled service provider. **The black plastic bag shall be provided by the Bank for the dust bins of branch/offices.**

42. The service provider shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the Bank's Executive or Officer-in-charge of the Bank. The empaneled service provider shall submit the Complaint Register to Bank's Executive or Officer-in-charge of the Bank at fortnightly interval or as and when required for further putting up to the Competent Authority.
43. The service provider shall be responsible for any loss due to theft/pilferage of / damage to the Bank's property, including any portion of the building under the empaneled service provider's occupation, or the fittings, fixtures or other equipment entrusted in their charge, or any property belonging to the Bank's Executives, when such loss / damage is in the Bank's opinion, caused due to negligence or carelessness or any fault on service provider's part or that of his representative or any of his employee, he shall be liable to pay to the Bank such amount in respect of such damage as may be assessed by Bank. Accordingly, the empaneled service provider shall ensure that the character and antecedents of the personnel to be engaged has been verified through the appropriate authority and they have unblemished past records. It is the sole responsibility of the empaneled service provider to supervise the work of the person engaged by him. The person engaged by the empaneled service provider to perform work under the contract shall never claim absorption/regularization from the Bank.
44. The service provider shall not permit any portion thereof or any other area in the complex to be used for residential purpose by him and /or any of his employee, except the room/area specifically permitted by the Bank.
45. The service provider shall be liable to comply with all rules and regulations in respect of all the labour laws and statutory requirements, including fire safety regulations and other regulations, which are in vogue or will become applicable in future.
46. The service provider shall accept and bear full and exclusive liability for the payment of any or all taxes etc., now in force or hereafter imposed, increased and revised from time to time by the Central or State Government or by any other authority with respect to or covered by wages, salaries, or other compensations paid or payable to persons employed by the service provider.
47. The service provider shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. contributions, Payment of Bonus Act, Payment of Gratuity Act, Minimum Wages Act, Workmen's Compensation Act, ESI, Shops and Establishment Act, CL (R&A) Act, Essential Commodities Act, Migrant Labour Act and / or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government agency or authority, including T.D.S. as per I.T. Act, applicable from time to time and any other law for the time being in force. However, Bank shall make reimbursements against only those heads that have been specifically agreed to be made by Bank.

48. The service provider shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance or any statutory provisions/obligations. The service provider shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.
49. The service provider binds himself as executor or administrator and agrees to indemnify the Bank, in respect of this contract, including all claims, damages proceedings costs, charges and / or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of contract in respect of violation of any of the provisions of Law / Act / Rules or regulations having the force of law or if any award of decision by any competent tribunal, court or authority in respect of the workmen or any one employee/engaged by the service provider / sub-service provider in connection with this contract. This indemnity shall survive even after termination of the contract.
- 50. The service provider shall obtain adequate insurance policy in respect of employees to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc.**
51. The service provider shall provide weekly off/holidays to the employees as per labour laws, but it will be the service provider(s) responsibility to ensure uninterrupted services on all days at no extra cost.
52. The contract shall be terminated at one month's notice at the option of the Bank without assigning any reason thereof. If during the currency of the contract, any Government notification prohibits the service provider to discharge its obligations or contract as envisaged under the tender for any of these services, the contract shall come to an end forthwith and no compensation shall be paid to the service provider. Besides, if the contract is terminated as stated above, the service provider shall be entitled to payment up to the date of termination for the work already performed.
53. The applicant/ Service Provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business / customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), and shall not in any way disclose to anyone and the same shall be treated as the intellectual property of the Bank. The applicant/ Service Provider shall ensure that the same is not used or permitted to be used in any manner incompatible inconsistent with that authorized procedure/ practice by the Bank. The Confidential Information will be safeguarded, and the applicant/ Service Provider will take all necessary action to protect it against misuse, loss, destruction, alteration or deletion thereof. Any violation of the same will be liable for action under the law.

54. The applicant/ Service Provider shall keep complete and accurate records of all the operations and expenses in connection with the services provided to the Bank. All such records shall be kept on file by the applicant/ Service Provider for a period of ten (10) years from the date the record is made.
55. In the event this Agreement being terminated consequent to the non-compliance of terms of agreement, no further liabilities or obligations shall accrue to the Bank except for any charges due and owing at the time of such termination, for the services rendered under this Agreement prior to such termination.
56. **PENALTIES:** In the event of violation of any terms and conditions by the empaneled service provider of this tender document, the bank will be within its rights to recover suitable amount as penalty from the service provider's bill. The quantum of penalty may be decided by the Bank and shall be binding on the empaneled service provider. The penalty as may be determined by the Bank shall be liable to be adjusted from the security deposit in which case the successful bidder will be required to replenish such deposit after adjusting the value of deposit. Such penalty may also be recovered from the payments to be made by the Bank to the service provider based on bill raised by the empaneled service provider under this tender
57. In case the service provider or any of the employees, fails to fulfill obligations as per the scope of work for any day or any number of days, to the satisfaction of the Bank, for any reason whatsoever, the empaneled service provider shall pay by way of liquidated damages up to a sum of Rs.1,000/- per day for the entire number of such days and the Bank shall without prejudice to other rights and remedies, be entitled to deduct such damages from the amount, if any, payable to the service provider or from security deposit furnished by the empaneled service provider.
58. The age of housekeeping and maintenance personnel should not be below the age of 18 years and not above the age of 45 years and should be in good health. Pre deployment Medical Checkup should be carried out by (any MBBS doctor appointed by the applicant/ Service Provider) the applicant/ Service Provider and report should be submitted to SBI prior to deployment without fail to avoid penalty.
59. The housekeeping and maintenance personnel should be of full knowledge of local language and minimum working knowledge on Hindi language.
60. All services are to be provided in such a way that the Bank's officers are not disturbed in any manner.
61. The service provider shall arrange for periodical cleaning and disinfection of underground and overhead water storage tanks at service provider's cost, at least once in a month and shall write with Enamel paint, the date of cleaning on these tanks.
62. Any indulgence, forbearance or waiver granted or shown or made on the part of the Bank will not prejudice its right under the contract/agreement.

63. For cleaning, maintenance and house-keeping of departments/ premises/ branches etc., the number of labour is subject to revision considering the future requirement, review of the scope of work, area of the work and review of their performance at the existing terms & conditions. The Bank may at any point of time may increase or decrease the number of man power.

Specialized machines for wet scrubbing, wet mopping, wet/dry & vacuum cleaning and machine for cleaning water bodies/water tanks will be deployed by the service provider at his/her cost.

The service provider requires the following machines for performing the maintenance work:

Commercial Vacuum Cleaner	Ladder
High pressure jet	Handcart & Trolley
Scrubber machine	Floor scrubber brush
Single Disk	Lawn Mower/ Grass cutter

Any other equipment as required shall be advised at the relevant time.

64. The service provider shall take at their own cost, if required, necessary insurance cover in respect of staff and other person to be employed or engaged by them in connection with the mentioned services to be rendered to SBI and shall comply with all relevant labour laws and other laws as applicable for the purpose to the area as existing or as may be mentioned during the contract period and shall indemnify SBI against all acts of omission, fault, breaches and or any claim or demand, loss, injury and expenses to which SBI may be party or involved as a result of the service providers failure to comply the obligation under the relevant Act, law which the empaneled service provider is to follow.

65. The housekeeping and maintenance personnel engaged by the empaneled service provider shall be the employees of the empaneled service provider, and in no event the said housekeeping and maintenance personnel shall be deemed to be the employee of SBI. SBI is not responsible / liable to the said housekeeping and maintenance personnel and payment of salary, allowances and any other amount to the housekeeping and maintenance personnel shall be the responsibility of the empaneled service provider. The empaneled service provider shall ensure that the requisite payment including Salary, Provident Fund, and any other statutory dues, if any, will be paid by the empaneled service provider and no liability of any kind whatsoever towards the said housekeeping and maintenance personnel shall devolve upon SBI. The empaneled service provider hereby indemnifies SBI and agrees to keep SBI indemnified against all losses, damages, expenses and claims including non-payment of any statutory dues to its employees by the empaneled service provider, which SBI may suffer/incur or which may be made against SBI in respect of the said empaneled service provider.

66. The Bank shall not be responsible for any loss of material of the empaneled service provider at site. All the initial work must be completed before 9.30 A.M every day.

67. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work.
68. The service provider should not be near relative of Bank's staff as defined by the BANK viz spouse, father (including stepfather), mother (including stepmother), son (including stepson) and/or his wife, his grandson, daughter (including stepdaughter) and/or her husband, brother (including step-brother) and/or his wife sister and/or her husband are barred. **(The applicant company has to make proper declaration in Annexure-F)**
69. An Identity Card, duly approved by the Bank, should be issued by the empanelled service provider to each personnel engaged at the Bank's Premises. Identity card must contain EPF Number, ESIC number and UAN number.
70. The Housekeeping personnel /Supervisors engaged by the empanelled service provider shall be dressed in neat and clean uniform (including proper identity cards), failing which a penalty of Rs.50/- (Rs Fifty Only) will be levied on each occasion and habitual offenders in this regard shall be changed by the empanelled service provider. The penalty on this account shall be recovered from the empanelled service provider. If any of the employees of the empanelled service provider is found in unshaven/soiled or without uniform/not wearing shoes/unkept hair etc. a penalty of Rs.50/- for each such incident shall be levied and the same shall be recovered from the empanelled service provider. Further, the concerned Housekeeping personnel /Supervisors are to be changed on recurrence of the same issue.
71. In case of absenteeism/delay in reporting for duty by Housekeeping personnel /Supervisors(s), a suitable replacement is to be provided. If there is no replacement, a penalty equal to double the wages of absentees on that particular day shall be levied by the Bank and the same shall be recovered from applicant/ service providers.
72. The service provider will provide housekeeping and maintenance Services to SBI where the housekeeping and maintenance personnel person shall be based at the Premises advised by SBI, LHO, Kolkata. The empanelled service provider shall be responsible for managing the housekeeping and maintenance personnel Service and ensuring the presence and performance of duties of the housekeeping and maintenance personnel at the SBI Premises. The empanelled service provider may transfer/rotate/remove/replace all or any of the housekeeping and maintenance personnel from the SBI Site locations at any point of time with prior intimation & permission of Bank after ensuring that replacement is provided. The Bank though not obligatory also may, advise the empaneled service provider to transfer/rotate/remove/replace all or any of the housekeeping and maintenance personnel from the SBI Site locations at any point of time. The empanelled service provider is responsible for compulsory rotation of housekeeping and maintenance personnel on or before 12 months



of service to another site. The site distance should not be more than 20 km from the home address of the employee. The empanelled service provider must submit the detailed Bio-data & consolidated details of all the housekeeping and maintenance personnel (inclusive of Passport size Photo and KYC documents duly signed by the housekeeping and maintenance personnel and verified by the authorized official of the empanelled service provider) to LHO as well as concerned branch officials at least one week before deployment/rotation of the housekeeping and maintenance personnel to avoid penalty. The empanelled service provider should not expect or wait for any intimation/reminder from Bank for rotation/submission of documents, to avoid penalty. It should be noted that the housekeeping and maintenance personnel and reliever should always be treated equally. The empanelled service provider should also ensure the housekeeping and maintenance personnel maintain a savings bank a/c in his name or jointly with the spouse at any nationalized bank (preferably SBI) for crediting their wages & allowances if any prior to deployment.

### **73. FORCE MAJEURE:**

If the whole or any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by cause, circumstances or events caused due to flood, fire, accident, earthquake, riot, explosion, war, hostilities, acts of God, custom barriers, or other causes of like character beyond the control of the parties, then to the extent the parties shall be prevented or delayed from performing all or any of its obligations hereunder by reason thereof, despite due diligence and reasonable efforts to do so notwithstanding such cause, circumstances or events, the parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.

### **74. ARBITRATION:**

In the event of disputes, controversies, differences of opinion and claims arising out of or in connection with this document or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise is relation hereto, the parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the matter shall be referred to the sole arbitrator, who shall be appointed by the parties by mutual consent. The cost of arbitration shall be borne by the parties jointly and the seat of arbitration shall be Kolkata. The same arbitration shall be governed by the provisions of Arbitration & Conciliation Act, 1996 to an Arbitrator and resolved as per of terms & conditions of this document.

## **75. FORBEARANCE:**

The failure on the part of the Bank to insist upon the performance of any terms and conditions of this RFP/Subsequent agreement, to exercise any right or privilege conferred in this RFP/Subsequent agreement, or to demand any penalties resulting from any breach of any of the terms or conditions of this RFP/Subsequent agreement shall not be constructed as a waiver on the part of the Bank of any terms, conditions, rights or privileges but the same will continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf.

## **76). Governing Law and jurisdiction:**

- 1) This tender and any subsequent agreement entered between the Bank and the empanelled service provider shall be governed by the Indian Law and the Courts at Kolkata alone shall have the jurisdiction in respect of any or all matters/dispute relating to or connected with the tender.

## **77. Corrupt or Fraudulent Practices**

- a) The Bank as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
- b) 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.
- c) 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 the Bank and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- d) “Collusive practice” means a scheme or arrangement between two or more tenderers, with or without the knowledge of the Bank, designed to establish tender prices at artificial, non-competitive level; and.
- e) “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.
- f) The Bank shall reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.

- g) The Bank shall declare a company as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt or fraudulent practice.

#### **78. WORK POLICY:**

The applicant/ Service Provider agrees to put in its best efforts to meet the Bank's assigned deadlines and standards as applicable to avoid penalty.

The applicant/ Service Provider shall not, knowingly, or unknowingly, engage any person with criminal record/conviction or any person who participates in a pre-trial diversion program, and any such person shall be barred from participating directly or indirectly in providing the services under the Agreement. Police verification of all the personnel engaged by the applicant/ Service Provider should be arranged and confirmed to the Bank in writing. If it is later found that the applicant/ Service Provider had employed any person with criminal record or prior conviction, the Banks shall have the option to terminate the contract, including claiming damages for losses suffered, if any.

The applicant/ Service Provider and/or individual so assigned for the performance of the services under the Agreement agree to comply with all of the Bank's standards and procedures stipulated in this respect at the locations where the applicant/ Service Provider is performing work to avoid penalty.

The applicant/ Service Provider shall compensate the Bank for any loss and / or damage caused to the Bank because of non-compliance of all or any of the terms of the Clause or for the misconduct or negligence of all or any of its employees, representatives or any individual assigned for the performance of the services under the Agreement. In the event of such a claim for loss or damages being made by the Bank, the Bank shall be entitled to adjust such amounts as claimed against the future or outstanding payments due to the applicant/ Service Provider. Any such claim for loss and / or damage made by the Bank shall not amount to a waiver for the Bank's right to terminate this Agreement or any of the other rights available to the Bank either under the Agreement or otherwise.

The applicant/ Service Provider shall hold meeting with the Bank Personnel to discuss and review its performance monthly and shall implement any suggestion made by the Bank for the betterment of its services.

The applicant Service Provider shall not engage in any conduct or practice which violates any applicable local, state or union law, statute, order or regulation, which is in force or that may come in force during the tenure of this Agreement.

The applicant/ Service Provider and any individual so assigned for the performance of the services under this Agreement agree that, they will not make or offer to make any payments to or confer, or offer to confer any benefit upon any employee agent or fiduciary of any third party, with the intent of influencing the conduct of such employer, agent or fiduciary in relation to the business of such third party.

The applicant/ Service Provider and any individual so assigned for performance of the services under this Agreement agree, represent and warrant and declare that no Bank Officer, Director, employee or immediate family member thereof (collectively, "The Bank Personnel") has received or will receive any benefit directly or indirectly in connection with this Agreement and that no Bank Personnel has business relationship of any kind with the applicant/ Service Provider or its officers or any individual so assigned for performance of services under this Agreement.

In the event this Agreement being terminated consequent to the non-compliance of terms of agreement, no further liabilities or obligations shall accrue to the Bank except for any charges due and owing at the time of such termination, for the services rendered under this Agreement prior to such termination.

The applicant/ Service Provider shall not engage any subcontract or transfer the contract to any other person in any manner. If the applicant/ service provider transfers or assigns this contract to any other applicant/ service providers /organisation (third party), the current agreement will be treated as terminated automatically.

## **79. CONFIDENTIALITY AND SECRECY:**

The applicant/ Service Provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business / customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), and shall not in any way disclose to anyone and the same shall be treated as the intellectual property of the Bank. The applicant/ Service Provider shall ensure that the same is not used or permitted to be used in any manner incompatible inconsistent with that authorized procedure/ practice by the Bank. The Confidential Information will be safeguarded, and the applicant/ Service Provider will take all necessary action to protect it against misuse, loss, destruction, alteration, or deletion thereof. Any violation of the same will be liable for action under the law.

The applicant/ Service Provider under this Agreement shall sign a suitable confidentially and Non-Disclosure Agreement in a format approved by the Bank, to protect Confidential Information. The applicant/ Service Provider further agrees that merely by reason of its individuals/employees signing the Confidentially and Non-Disclosure Agreement, the applicant/ Service Provider shall not be absolved from any liability that may arise as a consequence of breach of this Agreement either by the applicant/ Service Provider and / or any of its employees, individuals, agents or representatives. The Bank reserve the right to prosecute the individual employee including the applicant/ Service Provider for divulging any material information of the Bank which may jeopardize its business for any reason whatsoever, beside termination of the agreement etc.

The applicant/ Service Provider acknowledges that in the event of any breach or threatened breach of this clause by the applicant/ Service Provider and / or by any individual assigned by the applicant/ Service Provider for the performance of the services under this Agreement, the applicant/ Service Provider shall be liable to pay damages as may be quantified by the Bank. Apart from the above, the Bank shall have the right to proceed against the applicant/ Service Provider and or its assigned person(s) under appropriate law.

The applicant/ Service Provider acknowledges that in the event of any breach or threatened breach of this section by the applicant/ Service Provider and / or by any individual(s) assigned by the applicant/ Service Provider for the performance of the services under this Agreement, monetary damages, if any, will not be an adequate remedy. Therefore, the Bank shall be entitled to injunctive relief to restrain the applicant/ Service Provider from any such breach, threatened or actual. In addition, the bank reserves the right to terminate this agreement even with a short notice of bank's intention to do so, besides initiating other legal action by the way of criminal/civil etc.

#### **80. REQUIRED DISCLOSURE OF CONFIDENTIAL INFORMATION:**

If the applicant/ Service Provider is directed by court order, or other legal or regulatory request or similar process to disclose information recorded on any document or any of the Bank Confidential Information, the applicant/ Service Provider shall notify the Bank in writing, in sufficient detail, immediately upon receipt of such court order, legal or regulatory request or similar process, in order to permit the Bank to make an application for an appropriate protection order (which the Bank may pursue at its own expense). Such notice shall be accompanied by a copy of the court order, subpoena, legal or regulatory request or similar process.

#### **81. INSURANCE:**

The applicant/ Service Provider shall maintain at its sole expense, throughout the tenure of this agreement and the extensions thereto, Insurance coverage, including but not restricted to, Comprehensive General Liability Insurance covering bodily harm, injury, death of all individuals employed / assigned by the applicant/ Service Provider to perform the services required under this Agreement. Fidelity Insurance protecting against employee's dishonesty, theft, robbery, forgery, altered documents, and / or other dishonest acts on the part of applicant/ Service Provider's employees or representatives. Workmen compensation Insurance of all individuals employed / assigned by the applicant/ Service Provider to perform the services required under this Agreement and / or such other insurance for loss or damage to property howsoever caused. Professional Liability Insurance covering losses resulting from operating errors, omissions, negligence and misrepresentations, and breach of contract related to applicant/ service providers obligations under this agreement.

The applicant/ Service Provider further undertakes at its sole expense to provide for insurance of all property, individuals, employees, agents or persons assigned to perform the services under this agreement, as may be required by the Bank up to such limits as may be specified by the Bank.

The Bank shall have no liability whatsoever for any loss or injury to any individual assigned to perform the services under this Agreement or otherwise, while in the Bank premises or anywhere else, including any liability that may arise as a result of malfunction of any equipment or otherwise, howsoever.

Upon the request of the Bank, the applicant/ Service Provider undertakes to provide such documentary proof of compliance of this clause as may be required by the Bank or its auditors or any other authorities.

The applicant/ Service Provider will provide the Bank upon execution of this Agreement and upon request by the Bank or its auditors from time to time, with certificates of insurance or other satisfactory documentation as evidence required under this Agreement are in full force and effect.

#### **82. LIMITATION OF LIABILITY:**

The applicant/ Service Provider shall be liable to the Bank for all or any claims, damages and expenses of any nature whatsoever arising directly or indirectly from any negligent, dishonest, criminal or fraudulent act of any individual assigned for the performance of the services under this Agreement and / or for any loss and / or damage caused to the property of the Bank, in particular to the Bank's documents, items etc. while in its possession.

The applicant/ Service Provider shall be liable for any indirect, special or consequential damages to the Bank that may arise as a result of non-performance or contravention of all or any of the terms and conditions under this Agreement. In the event of any such damages occurring to the Bank, the applicant/ Service Provider shall be liable to compensate the damages quantified by the Bank and the Bank shall be entitled to adjust the amount so claimed as damages against the future payments due by the Bank to the applicant/ Service Provider, and Bank shall have the power to terminate the Agreement.

### **83. INDEMNITY:**

The applicant/ Service Provider also hereby agrees to indemnify and hold the Bank harmless from any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees to which the Bank may be subjected by virtue of any findings related to the terms of this Agreement and / or to the services required to be provided under the terms of this Agreement, or by virtue of any contravention and / or non-compliance with any laws, ordinance, regulations and codes as may be applicable from time to time.

The applicant/ Service Provider further warrants to the Bank that, during the terms of this Agreements, the materials and services to be delivered and or rendered hereunder, will be of the kind and quality designated and shall meet specifications as determined in the Bank's sole and exclusive discretion and communicated to the applicant/ service providers from time to time.

Notwithstanding any other provisions of this Agreement, in no event shall the Bank be liable to the applicant/ Service Provider for loss of profits or revenues, consequential or similar damages arising out of or in connection with the services, materials or assistance provided under his Agreement, or for any claim made by the Bank or the applicant/ Service Provider. The applicant/ Service Provider agrees to indemnify the Bank and undertakes to fully compensate the Bank in case of any prejudice, claim or any loss arising or accruing to the improper handling of the Bank's documents or to the negligence of any person of the applicant/ Service Provider, which has resulted whether on account of breach of any of the conditions of the Agreement by the applicant/ Service Provider and / or its employees. or an account of the applicant/ Service Provider not complying with any specific requirements of this Agreement.

This Indemnity shall be without prejudice to any other rights available to the Bank. In this regard, the Bank's estimation of the claim or loss so caused would be final and binding on the applicant/ Service Provider. The applicant/ Service Provider further agrees to indemnify the Bank and undertakes to fully compensate the Bank in case of any loss arising or accruing to the Bank on account of any act of negligence, misfeasance or fraud on account of the applicant/ Service Provider or its employees not complying with any specific requirements of this Agreement.

### **84. DEFAULT AND TERMINATION:**

Notwithstanding anything herein contained, the Bank may, by giving Thirty (30) days' notice in writing to the applicant/ Service Provider, terminate this Agreement under any one or more of the following conditions.

In the event of any default by the applicant Service Provider if in the reasonable opinion of the Bank, performance of any of the services under this agreement by the applicant/Service Provider is not acceptable as being in contravention of any law as may be applicable from

time to time or industry practice, under the circumstances which would amount to objectionable service or for any reason Bank decides to discontinue and/or dispense with service for any administrative reasons or otherwise.

If the applicant/ Service Provider fails to perform the services under this Agreement or to observe any obligations or breaches all or any of the terms of this Agreement or the applicant/ Service Provider is adjudged insolvent by any court of law or the applicant/ Service Provider's service is declared by any court of competent jurisdiction as illegal or contrary of any law.

If a petition for insolvency is filled against the applicant/ Service Provider and such petition is not dismissed within ninety (90) days after filing and / or if the applicant/ Service Provider makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all / any of the applicant/ Service Provider's properties.

If in the opinion of the Bank, the interests of the Bank are jeopardized in any manner whatsoever.

It is hereby agreed and understood by the parties that the provisions of this Clause shall not limit or restrict, nor shall they preclude the Bank from pursuing such further and other legal actions, against the applicant/ Service Provider for any breach or non-compliance of the terms of the Agreement.

Nothing contained in this agreement shall affect the right of the Bank to terminate the agreement with immediate effect in the event of the happening of all or any of the cause stated in this clause.

Notwithstanding the above, if the applicant/ Service Provider discontinues its business at any point of time due to any reason whatsoever, the applicant/ service providers shall give notice in writing, 60 (Sixty) days prior to the closure /discontinuing the business with the Bank and shall give all assistance to the Bank till the services hereto handled by the applicant/ Service Provider is suitably transferred to other Companies and/ or taken over by the Bank. The closure/discontinuing shall not discharge the applicant/ Service Provider from providing such information and maintaining the records as stated hereinbefore.

#### **85. PUBLICITY:**

The applicant/ Service Provider or its employees and representatives shall not use the name and / or trademark/ logo of SBI in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the Bank.

#### **86.SUCCESSORS:**

This Agreement binds the heirs, executors, administrators, successors and permitted assigns of the applicant/ Service Provider y with respect to all covenants herein and cannot be changed except by written agreement signed by both parties.

The term " applicant/ Service Provider " wherever used in this Agreement shall mean and include its employees, agents and representatives and the heirs, executors, administrators, successors and assigns of all such employees, agents, and representatives.

#### **87.ASSIGNMENTS:**

In the event of reorganization, merger or acquisition or related activity in which the applicant/ Service Provider passes management or control to other owners its rights under this Agreement, the Bank retains the right to terminate this Agreement.

The applicant/ Service Provider shall not transfer, or enter in to any Agreement or any right or obligation under it to any other applicant/ Service Provider or entity without the Bank's prior written consent and any such assignment shall be void and shall not bind the Bank. If such assignment is as a result of operation of any laws, then the Bank shall have the option on such assignment to terminate this Agreement and the applicant/ Service Provider shall be liable to compensate the Bank for damages suffered by the Bank for what would otherwise have been the remainder of the agreed tenure of this Agreement.

Nothing contained herein shall prevent the Bank from the assignment of this Agreement by the Bank to its parent body or to any of its subsidiaries or affiliates, or to its successors and assigns by way of merger and or acquisitions.

### **88.HOURS OF DUTY:**

The housekeeping and maintenance services will be provided in branches/offices 8 hours (normal duty hours).

However, after every 6 duties of 8 hours each, the Housekeeping and maintenance personnel will be provided with one day compulsory rest and a reliever will be engaged for that duty, so that at no point of time the SBI site left unattended. Every Housekeeping and maintenance personnel will have 26 duties every month. An undertaking to be submitted by the applicant/ service providers to this effect.

**( Note : The annexures appended to this RFP/supplementary agreement shall be part and parcel of this agreement.)**

I/We have read and understood all the terms & conditions, schedule of requirement and scope of work of the BID and accept the same

Dated  
Encl: Annexures

Signature of Service Provider  
Address and seal of Company



## **SCOPE OF WORK**

## **Annexure-B**

Mechanized cleaning, vacuum sweeping, spray / manual dusting, mopping, water/chemical cleaning of schedule premises comprising of marble / quality granite, ornamental and decorative wooden furniture of high value, crystal glass doors/panes, modern electric gadgets, windows, window glasses, curtains and blinds, carpets, windscreens, polished metal surfaces including lobby areas, lounges, corridors, toilets, staircase, basement, canteen, kitchen and wash basin etc. and exterior cleaning, polishing of glasses and metallic engravings, logos, sign names, maintenance of costly oil and different types of paintings, gardening, watering plants, planting new saplings, weeding old leaves and branches of plants, pruning plants, lawns etc. and any other housekeeping, cleaning and removing vegetation and weeds of the building, maintenance and gardening activities required to keep the premises and gardening in excellent condition. The undermentioned list is illustrative and not exhaustive and the service providers shall be required to render other such services incidental thereto.

### **The scope of work includes housekeeping, cleaning and maintenance of (but is not limited to) the following:**

**A. Passages & Corridors, Committee Halls, Meeting Halls, Chambers, Rest Room & VIP Cabins, Passages & Corridors of all floors and building and outside Premises.**

- a) The Main Entry Gate should be kept totally clean.
- b) The driveway and walkways shall be swept free of dust every day and washed daily to maintain the quality of tiles.
- c) The Reception area shall be cleaned, mopped and maintained every day.
- d) Dusting / cleaning of carpets in all the chambers.
- e) The Elevator cage, the Elevator lounges, if any, should be kept totally clean. The flooring needs to be mopped and cleaned twice a day.
- f) Informing the appropriate authorities in case of deficiency of any types of goods and services which may affect cleanliness and maintenance and loss and destruction of the properties of the premises and people of the premises.
- g) Informing the appropriate authorities in case of an events like fire, cracks in the building etc, which may lead to loss of Bank's property and people of the Bank.

**(Schedule-I)**

**PERIODICITY OF CLEANING, HOUSE-KEEPING AND MAINTENANCE SERVICES IN THE CAPTIONED PLACES IN OUR KOLKATA CIRCLE**

Nature of Job	Periodicity	Description
SWEEP CLEAN	DAILY	<ul style="list-style-type: none"><li>• Sweeps clean all floors.</li><li>• Damp mopping of tiles, vitrified floors, staircase, elevators, floor, sidewalls and podium entrance areas.</li><li>• Floor shall be free of dirt, mud, sand, footprints, liquid spills and other debris.</li><li>• Chairs, trash, receptacles and easily movable items shall be moved to clean underneath.</li><li>• During inclement weather, the frequency, may be higher. 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 standing water.</li><li>• After sweeping all vitrified floors, areas would be machine scrub cleaned.</li><li>• Sweep clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use condition.</li></ul>
VACUUMING	DAILY	<ul style="list-style-type: none"><li>• Vacuuming all carpets runners and carpet protectors so that they are free of dirt, mud etc.</li><li>• Heavy industrial type vacuum cleaner would be used to ensure adequate cleaning. When completed, the area shall be free of all litter, lint, loose soil and debris.</li><li>• Any chair, trash receptacles and easily movables items shall be moved to vacuum underneath, and then replaced in the original position.</li></ul>
WASH ROOM CLEANING	DAILY	<ul style="list-style-type: none"><li>• Thorough cleaning and sanitization of toilets, wash basins and shower facilities, using suitable non abrasive cleaners and disinfectants.</li><li>• All surfaces shall be free of grime, soap mud and smudges.</li><li>• Cleaning of mirrors, glass doors, glass windows etc.</li><li>• Supply of paper towels, toilets papers, and liquid soap dispenser with liquid soap solution,</li></ul>
TRASH REMOVAL	DAILY	<ul style="list-style-type: none"><li>• Emptying all waste paper baskets, ashtrays (if applicable) from all floor areas and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning items where they were located.</li></ul>

		<ul style="list-style-type: none"> <li>• All waste from waste paper baskets will be collected and deposited in the building's waste containers.</li> <li>• Dry and wet garbage would be segregated and dumped into designated area within premises.</li> <li>• Disposal of all garbage/waste shall be the responsibility of service provider to arrange.</li> </ul>
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GLASS SURFACE CLEANING	DAILY	<ul style="list-style-type: none"> <li>• All glasses at entrance doors of the premises would be cleaned using damp and dry method.</li> <li>• Glass table tops, cabin doors, cabin partitions and glass accessories would also be cleaned.</li> <li>• Removal of grease marks or fingerprints glass counters and partitions. This cleaning is done using approved all purpose cleaner and lint free cloth of paper towels.</li> </ul>
DAMP & DRY CLEANING	DAILY	<ul style="list-style-type: none"> <li>• Wipe clean all white boards of branch / department, conference branch/ department, workstations etc.</li> <li>• Wipe clean all table tops of workstations, cubicles and other furniture and fixtures.</li> </ul>
DEEP CLEANING	WEEKLY	<ul style="list-style-type: none"> <li>• Stairways, surrounding common areas, terrace, car parking etc.</li> <li>• Ceiling, walls, partitions etc.</li> <li>• Toilet and Wash branch / department</li> </ul>
WINDOW GLASS CLEANING	WEEKLY	<ul style="list-style-type: none"> <li>• Interior and exterior glasses will be cleaned on both sides, throughout the building.</li> <li>• Exterior cleaning of the glasses where accessible.</li> <li>• Dusting window sills and blinds.</li> </ul>
SANITIZING	WEEKLY	<ul style="list-style-type: none"> <li>• Office desk paper bins would be cleaned and sanitized.</li> <li>• All branches / departments, dustbins would be thoroughly cleaned and sanitized.</li> <li>• All telephone instruments, computer/laptop keyboards would be sanitized using disinfectants.</li> <li>• Waste bins from Pantry and Cafeteria areas would also be thoroughly cleaned and sanitized with disinfectants.</li> <li>• Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfectants.</li> </ul>
DUSTING AND WIPING	FORTNIGHTLY	<ul style="list-style-type: none"> <li>• Dusting and wiping light fixtures, to free it from dirt, grime, dust and marks.</li> <li>• Dusting and wiping computers, printers and other electronic instruments</li> <li>• Applying metal polishes to accessories or door</li> </ul>

		handles, hand railings, lift walls etc. where applicable.
SCRUBBING	FORTNIGHTLY	<ul style="list-style-type: none"> <li>• Scrubbing of all floor areas with scrubbing machines.</li> </ul>
WATER TANKS & WATER SUPPLY	FORTNIGHTLY	<ul style="list-style-type: none"> <li>• Operations and maintenance of water pumps, cleaning of overhead tanks.</li> <li>• Service provider will arrange uninterrupted water supply within the premises. He will ensure cleaning of overhead water tanks and drinking water, underground reservoir with potassium permanganate. The scope of maintenance of water pumps, pipes and overhead tanks and underground reservoir shall include the component of operation, minor maintenance, labour functions etc.</li> </ul>
COMPLAINTS	FORTNIGHTLY	<ul style="list-style-type: none"> <li>• The service provider will be responsible to attend all the complaints/requirements within the purview of the contract and such complaints and requirements will be attended by the service provider immediately.</li> </ul>
PEST CONTROL	MONTHLY	<ul style="list-style-type: none"> <li>• The service provider shall arrange pest control of flies, mosquitoes including spraying with flit/Baygon spray in the complex to be carried out at regular intervals or as and when required to keep premises free of such insects.</li> </ul>

## SCHEDULE- II

### **PERIODICITY OF CLEANING, HOUSE KEEPING AND MAINTENANCE SERVICES**

Sr. No.	Nature of work	Periodicity/Frequency
1.	Sweeping & mopping ground floor and all floors, Lobbies & corridors, Staircase, Open terrace, road/ pavement, parking space, lawn, garden, generator room	Twice a day & as and when required.
2.	Dusting of furniture/wall padding/panelling	Once a day
3.	Vacuum cleaning of carpet/curtains/sofa	Once a week
4.	Cleaning of toilets/ wash basins/mirror cleaning/urinals & water closets/ bathroom room fittings (Taps, soap dispenser/towel rod/flush tank etc.)	Twice a day
5.	Cleaning of buckets/mugs with detergents	Once a week
6.	Cleaning window panes/door panes/wall panelling	Once in fortnight
7.	Cleaning of fans/switch boards/wall tube lights/wall hanging	Once a month
8.	Cleaning of paper room/security room/stationery room	Fortnightly
9.	Cleaning of dustbin/disposal of garbage of the premises	Once a day & as and when required.
10.	Pest Control/ rodent control	Once a quarter/ fortnightly & as and when required.
11.	Cleaning of overhead tank	Fortnightly
12.	Draining of water from the campus in the rainy season / heavy down pour	Twice a year or as and when required
13.	Sweeping and mopping: all interiors of branch / department premises including lobbies and corridors, dining hall etc.	Once a day & as and when required.
14.	Cleaning of waste and garbage from branch / department, lobbies open space in building	Twice a day & as and when required.

15.	Cleaning of refrigerators	Once a week
16.	Placing of disinfectants in wash basin/ urinal pots etc.	Once a week
17	Cob-web cleaning/ spit stains removal	As per requirement
18	Sweeping of roads	Twice daily
19	External drainage cleaning	Fortnightly
20	Removal of stagnant water along road side	As per requirement
21	Outside fencing gates/ grills/ signage to be cleaned	Fortnightly
22	The rolling shutters fitted in the building should be cleaned/ greased properly so that these can be opened and closed with normal effort	As per requirement

Note:- (a) Other support activities like operation of water pump, switching on/off lights in the premises and common area etc.

(b) A monthly report to be submitted to the Local Authority of the Bank on areas of improvement in Housekeeping/ Cleaning/Maintenance.

(c) In column of 'Frequency' we have mentioned the minimum requirement. This can be increased/ decreased as prescribed by location head and also as per requirement of the particular area.

(d) Any other work as may be assigned by the Competent Authority of the Bank

## EVALUATION MATRIX

## Annexure-C

Sr No	Evaluation Marks	Data	Max Marks	Marks obtained
1.	As on 31.03.2025, continuous years of experience in providing housekeeping & maintenance services			
	<b>20 years and above</b>		<b>20</b>	
	<b>15 years to less than 20 years</b>		15	
	<b>10 years to less than 15 years</b>		10	
	<b>05 years to less than 10 years</b>		5	
2.	As on 31.03.2025, the number of employees engaged for housekeeping & maintenance services out of total number of employees (for housekeeping & maintenance) of the service providers provided to clients	Manpower/total Manpower		
	In Public Sector Banks, Government Departments Autonomous Bodies (80% or more)		<b>20</b>	
	In Public Sector Banks, Government Departments & Autonomous Bodies (50% or more)		15	
	In Public Sector Banks, Government Departments & Autonomous Bodies (40% or more)		10	
3.	<b>As on 31.03.2025</b> , Single Work order of Rs.8 crores & above (annually) <b>OR</b> Two work order each of Rs. 5 crores & above (annually) <b>OR</b> three work order each of Rs. 4 crores and above (annually) in Public Sector Undertakings, Listed Private Sector Units, Public Sector Banks, Private Sector Banks, Autonomous Bodies and Government Departments. <b>All the above work order should have with work Completion certificate along with labour licence and copy of shram Suvidha return if applicable pertained to that order only.</b> <b>- (If not fulfilling the above criteria, then the bidder will get 00 ( zero) marks)</b>		<b>20</b>	
4.	Onsite visit of client's premises of Service providers and offices of Service providers in and around Kolkata including full-fledged training Centers.			
	Excellent		<b>20</b>	
	Good		15	
	Average		10	
5.	As on 31.03.2025, number of personnel on roll for Housekeeping and maintenance services			
	2000 and above		<b>20</b>	
	500 to less than 2000		15	
	300 to less than 500		10	
6.	<b>Total</b>		<b>100</b>	
7.	<b>Minimum Marks</b>		<b>75</b>	

**ANNEXURE- D**

**APPLICATION FORM**

**CONTRACT FOR CLEANING, HOUSEKEEPING AND MAINTENANCE SERVICES**

**(TO BE SIGNED ON ALL PAGES)**

1.

1.	Name of the Company Postal Address (with landline number, mobile number):	
	Email ID	
	Fax no.	
2.	Name of the Contact Person, designation, Mob.No.:	
3.	Status of the Company whether Public Limited company/Private Limited Company	
4.	Whether registered with the Registrar of Companies. If so, mention number and date. (Enclose copy):	
5.	Name of the Managing Directors/Directors together with technical qualifications & contact details:	
6.	Date of incorporation (Enclose documentary evidence):	
7.	Whether your company has defaulted in payment of statutory Government dues like – EPF, ESIC, GST etc. within stipulated time frame during the last three years. Your application will be summarily rejected if the answer is yes.	
8.	TAN and CIN No.	
9.	GST Registration No. (Enclose copy of certificate):	
10.	Contract Labour Regulation Act (Central) License No: (Enclose copy of license)	
11.	EPF Regn. (Enclose copy of certificate) :	



12.	ESI Regn.(Enclose copy of certificate):	
13.	Registration No. under Shops & Establishment Act (Enclose copy of certificate):	
14.	MSME Registration No. (Enclose copy of Registration)	
15	LIN No.	
16	Copy of Common Annual return submitted to Shram Suvidha Portal of Ministry of labour & employment of last financial year for clients as mentioned	
17	Valid ISO certificate	
18	Details of Bank Accounts with MICR, IFSC, Bank, Branch Code, Branch Name etc. (Mandatory	
19	<b>Indicate Details of Pending or Past Litigation, if any, within the last 3 years as on 31/03/2025 with details and Explain Reasons.</b> Also mention any claims/complaints received in the last three years.	
20	<b>Details of One point Contact (Responsible) with 24x7 Mobile No., email ID</b>	
21	<b>Details of EMD deposited</b>	<b>Draft /BC Number – Issuing Bank - Date of Issue -</b>
22	Solvency certificate  (Mention Bank, branch, date and amount)	<b>Issuing Bank - Date of Issue- Amount-</b>
23	If you are registered in the panel of any Govt. /Semi Govt./Banks /Insurance, furnish their names, category with Monetary ceilings and date of registration	
24	Name &addresses of the persons who will Be in a position to Certify about the quality as well as performance of your Company:	
25	Whether willing to work anywhere in the State of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands or mention places where you are willing to work:	

26	Whether the applicant has abandoned any contract or been Blacklisted by a client [Enclose a declaration]:	
27	Declaration regarding near relatives Working in the Bank (Annexure III):	
28	<b>Additional Details if any</b>	

30. Proof of continuous contract (continuously 07 years or more) with minimum deployment of 300 Housekeeping, Cleaning and maintenance personnel in a Public Sector Undertakings, Listed Private Sector Units, Public Sector Banks, Private Sector Banks, Autonomous Body and Government Departments.

**(ONLY THREE HIGH VALUE WORKS EXECUTED TO BE MENTIONED)**

Period of contract		Name & address of concerned serviced	Nature of contract undertaken	Value of contract per month excluding GST	Remarks, if any
From	To				

You can use additional sheets, if required)

31. Annual turnover (Enclose copies of financial statements of last three financial years):

Financial year	2021-22	2022-23	2023-24	2024-25 (Provisional/ audited)
Turnover ( Rs. In Lacs)				
Average Annual turn-over of minimum 10.00 Crores from the Housekeeping and maintenance staff and service in Public Sector Undertakings, Reputed Private Sector Units, Public Sector Banks, Private Sector Banks and Government Departments, FY 2021-22, 2022-2023, 2023-24 & 2024-25(provisional/audited) duly certified by Chartered Accountant (CA certificate mentioning that annual turn-over is from housekeeping and maintenance services is mandatory)				

32.	<p>Whether all documents, listed below, have been enclosed (Yes/No):</p> <ul style="list-style-type: none"> <li>i. Certificate of Incorporation, Articles &amp; Memorandum of Association.* etc. as applicable</li> <li>ii. Copy of PAN Card</li> <li>iii. Certificate of licensing under Contract Labour Act.</li> <li>iv. Certificate of Registration under GST,</li> <li>v. Certificate of Registration under Shops &amp; Establishment Act,</li> <li>vi. Certificate of Registration with EPFO</li> <li>vii. Certificate of Registration with ESIC</li> <li>viii. Copy of TAN &amp; CIN number</li> <li>ix. Certificate of MSME</li> <li>x. Copy of LIN</li> <li>xi. Financial Statements (P&amp;L and Balance Sheet) for the last three financial Years (2021-22, 2022-23, 2023-24 &amp; 2024-25 (provisional/audited).</li> <li>xii. Copies of Income Tax Return submitted and settled for the financial years (FY 2021-22, 2022-23 &amp; 2023-24).</li> <li>xiii. Performance certificate obtained from previous &amp; present clients for eligible services rendered during last 07 years in one stretch.</li> <li>xiv. A declaration on letterhead that the company has not abandoned any work or rescinded any contract or been disqualified by a client during the last 5 years</li> <li>xv. Solvency certificate (on lines of Annexure E) or any other certificate acceptable to the Bank.</li> <li>xvi. Declaration regarding near relatives Working in the Bank (Annexure F)</li> <li>xvii. Past record of compliance on Labour Laws etc.</li> </ul>
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Note:- Photo copy of all the documents mentioned above to be enclosed.

I/We have read the instructions appended and all terms and conditions. I/We understand that in the event of any information furnished by us being found incorrect/false at a later date, the Bank's decision shall be final to declare any future contract made between ourselves and State Bank of India on the basis of the information given by us as invalid and I/We shall be solely responsible for the consequences thereof.

I/We agree that the decision of State Bank of India in selection of agencies/service providers will be final and binding to us.

All the information furnished by me/us hereunder is correct to the best of my/our knowledge and belief.

I/We agree that I/We have no objection if enquiries are made about the work listed by us in the accompanying sheets.

I/We have no objection in Authorised Officials of SBI visiting our premises for doing inspections, as deemed necessary by the Bank. I/We agree that I/We have not applied in the name of any sister concern or Shell Company for the subject empanelment process.

Date :

Signature of the bidder with seal

**Annexure- D (1)**

**PRE-QUALIFICATION MANDATORY REQUIREMENTS**

<b><u>PRE-QUALIFICATION MANDATORY REQUIREMENTS (Attach proof documents)</u></b>		
<b><u>S No</u></b>	<b><u>Description</u></b>	<b>YES / NO</b>
1.	Constitution of company: Public/ Private Ltd company (Relevant Certificates)	
2.	Valid labour license for Housekeeping and maintenance personnel of the relevant states/central Govt for providing housekeeping and maintenance services	
3.	Copy of Common Annual return submitted to Shram Suvidha Portal of Ministry of labour & employment of last financial year for clients as mentioned by the Service Provider	
4.	Valid License under Shops & Establishment Act: West Bengal (Certificate issue date must be prior to 01/04/2025)	
5.	Valid Registration Certificates with Registration numbers GST  SAC Code  EPF  ESIC  PAN  TAN  CIN  LIN	
6.	Audited balance sheet of FY 2021-22, 2022-2023, 2023-24 and 2024-25 (provisional/audited) duly certified by Chartered Accountant.	

7.	Average Annual turn-over of minimum 10.00 Crores from the Housekeeping and maintenance staff and service in Public Sector Undertakings, Listed Private Sector Units, Public Sector Banks, Private Sector Banks and Government Departments, FY 2021-22, 2022-2023, 2023-24 (provisional) duly certified by Chartered Accountant (CA certificate mentioning that annual turn-over is from housekeeping and maintenance services is mandatory. Non submission of CA certificate will attract disqualification.)	
8.	<b>2.1</b> Proof of continuous contract (07 years or more) with minimum deployment of 300 Housekeeping and maintenance personnel in a Public Sector Undertakings, Listed Private Sector Units, Public Sector Banks, Private Sector Banks and Government Departments	
9.	Valid ISO Certification	
10.	<b>2.2</b> Performance report from Public Sector Undertakings, Reputed Private Sector Units, Public Sector Banks, Private Sector Banks and Government Departments	
11.	Proof of presence of office at: Kolkata (must have office – prior to 01/04/2025) Sikkim Andaman & Nicobar Islands (Electricity bill/Deed/Lease deed/Rent agreement) with full address & contact Nos.	
12.	<i>Pest control license</i>	
<i>'NO' in any of the above parameters may render the company 'Not Qualified' if decided by the committee.</i>		

Note: In addition to documentary proof, the Bank may verify on its own & call the company to explain comments against one or more descriptions, if felt necessary.

(Authorized Signatory with seal of the company)

Company Seal

## **ANNEXURE-E**

(Name and Address of the Issuing Bank)

### **Solvency Certificate**

This is to state that to the best of our knowledge and information, M/s ..... customer of our Bank, is respectable and can be treated as good up to a sum of Rs. ----- lacs (Rupees ----- only). It is certified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

**Yours faithfully,**

**BRANCH MANAGER**

**ANNEXURE – F**

**DECLARATION REGARDING NEAR RELATIVES OF SBI EMPLOYEES**

I/We .....S/O,D/O  
W/O..... residing at  
.....hereby certify that  
none of our relatives (s)\* is/are employed in State Bank of India. In case at any  
stage, it is found that the information given by me is false/incorrect, State Bank of  
India shall have the absolute right to take any action as deemed fit, without any prior  
information to me.

**The near relatives are members of HUF/husband and wife/the one related to the other in the manner as father, mother, son(s) and son's wife (daughter in law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in law).**

Place:

Date:

Signature with seal;

Name in Block Letters:

Designation:

Address:



## **ANNEXURE- G**

### **DECLARATION REGARDING WAGES TO BE PAID BY THE SERVICE PROVIDER TO CONTRACT LABOUR**

(This declaration is to enable SBI to satisfy themselves of the intention of the service provider to adhere to **Minimum Wages Act**)

(Calculation of Minimum Wages payable by the Employer)

#### **Under un-skilled category (As on date)**

S.no.	Particulars (per labour)	Amount (per day)	Amount (per month)
1	Basic +VDA		
2	EPF@.....%		
3	ESIC@.....%		
	Sub Total		
4	Others, if any		
5	Others, if any		
	Total		
6	Applicable GST		
	Grand Total		

**Date**

**Place**

**Signature of applicant with seal**

Note: (i) For calculation purpose of a complete month, 26 man days will be considered.

(ii) Three different sheets as per area A, B,C wise to be attached.

**ANNEXURE-H**

**Name of Service Provider/Company:**

**Financial Bid Form**

<b>Details</b>	<b>Service Charge ( % ) inclusive of GST as applicable . (Please mention amount in figure and words)</b>
Service Charges/Management fees per staff per month	

Solemnly affirmed by:

**AUTHORISED SIGNATORY OF THE Service Provider & STAMP**

## **Annexure- I**

### **Format for Performance Guarantee**

#### **BANK GUARANTEE**

To,  
The Asst. General Manager,  
State Bank of India,  
Office Administration Department,  
10<sup>th</sup> floor, Local Head Office,  
1, Strand Road, Kolkata - 700001

(Hereinafter referred to as "State Bank of India, Local Head Office, Kolkata/you")

Whereas consequent to your Request for Tender dated \_\_\_\_\_ you have awarded the contract vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ to M/s \_\_\_\_\_ having its Corporate Office at \_\_\_\_\_ (hereinafter referred to as "the Service provider") to \_\_\_\_\_. Whereas as per the payment terms of the said TENDER the service provider has to submit a Bank Guarantee from any scheduled commercial Bank, other than SBI and its Associate Bank in favour of you.

And whereas, we, \_\_\_\_\_ Bank, having our branch office at \_\_\_\_\_ (hereinafter referred to as "the Guarantor") on the request of the service provider hereby expressly and unreservedly undertaken and Guarantee to pay to you, a sum not exceeding Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), in the event of any breach by the service provider of the obligations under the contract, or reasons attributable to the service provider on account of the same. This Guarantee shall be limited to an amount not exceeding Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the service provider, we the Guarantor shall make the payment under this Guarantee to State Bank of India, Local Head Office, Kolkata immediately on receipt of written claim / demand.

We the Guarantor, further confirm that a mere letter from the State Bank of India, that there has been a breach by the service provider of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the service provider, indulgence to service provider by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the service provider.

This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of the Bank, Guarantor or the service provider. It is further guaranteed that the payment under this Guarantee shall be made by us immediately on receipt of your written demand as aforesaid making reference to this Guarantee.

Notwithstanding anything contained herein above, our liability under this Guarantee is \_\_\_\_\_ restricted \_\_\_\_\_ to \_\_\_\_\_ Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

This Guarantee shall remain in full force and effect for a period of 30 months up to \_\_\_\_\_ unless a claim under this Guarantee is made against us within one month from that date i.e. on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Thereafter, our Guarantee shall be considered as null and void whether returned to ourselves or not.

Date:

For \_\_\_\_\_

(Branch and Bank)

Place:

**Annexure - J**

**Format for declaration by the Bidder for Code of Integrity & conflict of interest**

(On the Letter Head of the Bidder)

Ref. No: \_\_\_\_\_

Date \_\_\_\_\_

To, \_\_\_\_\_

(Name & address of the Purchaser)

Madam / Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as per attachment to this declaration and have no conflict of interest as mentioned therein.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- (a)
- (b)
- (c)

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

### **Code of Integrity**

1. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2. Code of integrity for Public Procurement: The Purchaser as well as bidders, suppliers, service providers and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

A. **“corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

B. **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.

C. **“anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive level.

D. **“coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

E. **“conflict of interest”**: participation by a bidding company or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding company or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and

F. **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

### **3. Obligations for Proactive disclosures**

A. The Purchaser as well as bidders, suppliers, service providers and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

B. The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

C. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

4. Punitive Provisions Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

#### **A. If his bids are under consideration in any procurement:**

- i. Forfeiture or encashment of bid security.
- ii. Calling off of any pre-contract negotiations; and
- iii. Rejection and exclusion of the bidder from the procurement process.

**B. If a contract has already been awarded**

I. Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser.

II. Forfeiture or encashment of any other security or bond relating to the procurement.

III. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

**C. Provisions in addition to above:**

i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year.

ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India.

iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.