

**REQUEST FOR PROPOSAL  
FOR  
CARETAKER SERVICES**



**STATE BANK OF INDIA**  
Administrative Office  
Jammu- 180012

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature\_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

## **CONTENTS**

Page No.

1. REQUEST FOR PROPOSAL	03
2. DEFINITIONS	04
3. OVERVIEW OF REQUIREMENTS	04
4. SPECIFICATION OF SERVICES	06
5. MANAGEMENT AND SUPERVISION OF C.T.A.	07
6. PENALTIES	08
7. ELIGIBILITY CRITERIA	09
8. TERMS AND CONDITIONS OF R.F.P.	10
9. PROPOSAL GUIDELINES	16
10. OVERVIEW OF EVALUATION PROCESS	17
11. PROPOSAL FORMAT	19
12. OTHER TERMS AND CONDITIONS	20
13. ASSIGNMENT	22
14. FORCE MAJEURE	22

## **ANNEXURES**

- 1 Reference Site Details
- 2 Compliance to Eligibility Criteria
- 3 Caretaker Agency's Profile
- 4 Technical Requirements
5. Format for Pre Bid Queries
6. Commercial Bid
7. Offer Covering Letter
8. Reports of Caretakers
- 9 Final Rating Sheet

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

2

## 1. REQUEST FOR PROPOSAL

This Request for Proposal (RFP) is being issued by State Bank of India, Administrative Office, Jammu – 180012 (the Bank) inviting proposals (technical and commercial) for empanelling/short listing approved Caretaker Agency (CTA) for Caretaker Services (CTS) for about 250 ATM Sites in the State of Jammu & Kashmir for a period of Two years, with a provision for extension at the option of the Bank. Bank is at its liberty to engage the caretaker for any ATM site for round the clock (24hrs) or for any shift of 8 hrs. Bank may also decide that some ATMs will remain closed for certain hours every day. For these ATMs the Bank will pay pro-rata “Administration Fee” as per number of actual hours of opening of ATMs. The CTA is required to provide services accordingly. In certain areas our ATMs are restricted to certain hours of functioning only. In such cases payment will be made proportionately.

The Bank requests response to this RFP only from those bidders who are eligible as per the eligibility norms detailed in this RFP. The time schedule for various activities is listed below:-

<b>The bid document can be down loaded from the website <a href="http://www.sbi.co.in">www.sbi.co.in</a> by the prospective bidder and the bidder need to along with the down load bid document as cost of Bid Document. The bidder should give an undertaking that they have not modified any part of the RFP</b>	<b>10 Jul, 2019</b>
<b>Date of submission of queries on RFP by e mail on Prescribed format (Annexure-6) to <a href="mailto:security.zojam@sbi.co.in">security.zojam@sbi.co.in</a>/<a href="mailto:cmgb.zojam@sbi.co.in">cmgb.zojam@sbi.co.in</a></b>	<b>13 Jul, 2019</b>
<b>Pre-bid meeting with Bidders</b>	<b>17 Jul, 2019</b>
<b>Last date and time for receipt of response to this RFP together with a Draft / Banker’s Cheque for Rs. 50,000/- as EMD drawn in favour of State Bank of India, Administrative Office, Jammu and payable in Jammu</b>	<b>22 Jul, 2019 By 5 pm</b>
<b>Date and time of opening technical bid</b>	<b>23 Jul, at 3 pm</b>
<b>Date and time of opening Commercial bid</b>	<b>Will be advised separately to the eligible bidder</b>
<b>Address for communication</b>	<b>The Deputy General Manager [B&amp;O] State Bank of India, Administrative Office, Rail Head Complex Jammu– 180012 Ph. 0191-2478102, 2478105, 2478168</b>

\*Bidders should advise their points for clarification at least 48 hours before this pre-bid meeting through e mail at [security.zojam@sbi.co.in](mailto:security.zojam@sbi.co.in) with the subject “CARETAKER TENDER QUERIES”.

This RFP is not an offer by the Bank, but an invitation to offer. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by the duly authorized signatories of the Bank and the successful Bidder.

All responses to this RFP have to be submitted in sealed envelopes and reach the addressee at the address for communication furnished as above, within the stipulated date and time. The Bank will not entertain any reasons for such delay in submission / receipt of proposal. Responses submitted / received after the stipulated date and time will not be entertained. The bids may be tendered between 11 am and 5 pm on weekdays.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

There should be two separate bids – Technical and Commercial –to be submitted in separate envelopes super scribed on the each envelop as “Technical Bid”/ Commercial Bid . These two envelopes shall be kept and sealed in a single envelop super scribed as “**Response to the request for proposal for providing caretaker services at SBI ATMs in the state of J&K**”. All bids should be in hard copy. A duly authorized signatory of the bidder under the seal should sign / authenticate all pages in the proposal. Bidder’s confirmation of Bank’s requirements should be categorical and the Commercial Bid must not contradict the Technical Bid in any manner.

Violation of these requirements will disqualify the bid. On opening of the Technical bid, due diligence of the bidders would be done. Commercial Bids of only those qualified in the due diligence would be opened, date for which will be advised separately. Commercial bids of the disqualified bidders in the due diligence would be returned to them on the date of opening of the Commercial Bids.

## **2. DEFINITIONS**

As used in this proposal, the following terms will have the following meanings:

“ATM Site” means ATM site identified and advised by the State Bank of India [SBI] to the vendor from time to time for providing Caretaker Services. ATM site may have more than one ATM / Machine.

“Branch” means branch [es] of SBI

“Caretaker” means the employee of Caretaker Agency providing Caretaker Services at ATM Site.

“**Caretaker Services**” means the services to be provided by the vendor at the ATM site which has been more specifically covered elsewhere in this proposal.

“CTA” means Contractor/ Company/ Vendor/ Bidder engaged by State Bank of India, Administrative Office, Jammu to provide Caretaker Services pursuant to this annexure.

“Customer/ Visitor” means the customer of State Bank of India or other Bank’s/ Person using the SBI ATM

LHO means Local Head Office of SBI at Chandigarh.

“Bank/ SBI/ State Bank/ State Bank of India” means Administrative Office, of SBI at Jammu.

“RBO” means Regional Business Office of SBI, Administrative Office having jurisdiction over the respective ATM site(s).

## **3. OVERVIEW OF REQUIREMENTS**

3.1 The Bank desires to provide world-class services at its ATM network through well-dressed, well-mannered and helpful Caretakers and with top class ambience of its ATM kiosks. The Caretaker Agency (CTA) shall be responsible for managing the Caretaker Service and ensuring the presence and performance of duties of the Caretaker at the ATM sites. The CTA will have the right to transfer/rotate/remove/replace all or any of the Caretakers from ATM site locations at any point of time with prior information to Bank’s/RBO’s authorized officials after ensuring that replacement is provided in time. It is, therefore, essential that the CTA has infrastructure capable of recruiting the caretakers in a continuous manner, the Caretakers as per the “Eligibility Criteria” that is stipulated by the Bank and monitoring the uninterrupted services of the Caretakers, of the standards stipulated by the Bank in terms of the “Specification of Services” mentioned hereunder.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

The CTA will be responsible for:

- a) Arranging for adequate number of Caretakers for the ATM Sites assigned to them such that every ATM Site is manned by a Caretaker for the shifts (one or two or three of not more than 8 hours a day) for which Caretaker's services are arranged without any discontinuity. (The shifts time shall be as decided by the Bank)
- b) Arranging Caretakers with Eligibility Criteria of age less than 55 years and with at least 8<sup>th</sup> Class pass under Educational Qualifications. The Certification / Undertaking complying this, has / have to be given by the successful bidder. The caretaker should be healthy and have decent demeanour.
- c) Duty List for Caretaker Services to be displayed at the ATM site and copy to be given to the Caretakers.
- d) Ensuring that Caretaker delivers services as per the "Specification of Services"
- e) It is clarified that the Caretaker shall not be armed or shall not carry any firearms either on his person or keep the same in the ATM Site.
- f) Payment of Minimum Wages as per the Minimum Wages of State Govt/Centre Govt (ministry of Labour & Employment) for employment of caretaker/Watch & ward (Without arms).
- g) Ensuring that all the applicable laws are complied with while providing caretaker services.
- h) Statutory obligations in respect of the Caretakers appointed by them.
- i) Conveying the **Terms and Conditions** of appointment to the Caretaker especially those with regard to Penalties for deficiency of services and also on account of any damage to the ATM or the ATM Site while he is on duty.
- j) Having an Account opened with SBI for every Caretaker arranged by CTA for onward credit of his wages by the Caretaker Agency. Wages of such caretakers shall be directly credited by it into the Bank account of the caretakers and the CTA shall furnish satisfactory proof thereof to the Bank/RBO.
- k) Deputation of their representatives every month along with Bank authorized Officials/ Channel Managers /and /or themselves to inspect the ATM Sites for services rendered by the Caretaker in terms of the Penalty Computation Sheet, with an element of surprise as determined by the Bank authorized Officials / Channel Managers.
- l) CTA should have a policy for engaging Caretakers including thorough background check. Police verification of character and antecedents of all employee of the company engaged at the Bank's ATMs will have to be obtained by the successful bidders and retained by them for inspection by the Bank official as and when called for / required.
- m) CTA shall have to provide at its own cost a proper medical fitness certificate of caretaker before its deployment, issued by a doctor (Minimum MBBS doctor) stating that the person is fit to perform the duties of caretaker/watchman on the particular ATM site.
- n) In the event of award of contract, the bidders, shall not sub-contract the job awarded or outsource the manpower. The contract is non transferrable. The Caretakers to be engaged at the Bank's ATM site should be on the CTA's payroll.
- o) Supervision of the CTA has to ensure that
  - i The Caretaker performs his duty as per the duty list.
  - ii Shift timings are maintained properly.
  - iii. Caretaker must be available during the switch over timings. One Caretaker Completes his duty and at the same time another Caretaker must start his duty.
  - iv. Shuffling of the Caretaker to be done at regular interval

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

#### 4. SPECIFICATION OF SERVICES

This RFP is for availing of Caretaker Services for the about 250 ATM Rooms/ Sites across the State of Jammu & Kashmir. (The number may be increased or decreased on need based basis subsequently). The Caretaker Agency shall be responsible for managing the Caretaker Service and ensuring the presence and performance of duties of the Caretaker at the ATM sites. Caretaker Services will also include the following:

Cleaning of ATM/kiosk/CDM/E corners and all items in the room like wall, ceiling, floor, gates, stairs including ATM exterior, ATM Screen, fascia & signage etc (Except Housekeeping).

Assisting customers appropriately where required but not doing ATM transactions on behalf of customers.

The CTA shall ensure that their persons shall –

- a) Be available at the ATM Site for the entire period of the shift(s) in appropriate shifts or in shifts as advised by the Bank. Shift timing/s is/are liable to be changed (one or two or three of 8 hours each) for which his services are hired, to ensure proper cleanliness at the site.
- b) Be in uniform with proper authorization/identification badges/identity card of the Caretaker Agency. CTA shall give prior notification to the Branch Manager of the ATM Linked Branch or Channel Manager about the Caretaker posted at a particular ATM site.
- c) Maintain discreet internal surveillance and cleanliness (Except Housekeeping) of the ATM site.
- d) Guide Customers in operating the ATM. However, the caretaker shall not operate the ATM in any manner whatsoever on Customer's behalf.
- e) Escalate problems of any kind (e.g. malfunctioning / breakdown of ATM lighting, AC, UPS, Access door) including theft/theft attempt/doubtful activities/criminal activities at/around ATM/ATM site etc. if any, to the CTA and the concerned Branch Manager / Authorized Official / Channel Manager). The Caretaker will maintain a suitable register for entering details of such reports made including persons called. For this Outgoing mobile facility is to be provided to the Caretaker by the CTA to report adverse incidents.
- f) Arrange to empty garbage bins and arrange for disposal of garbage and waste materials daily at regular interval as frequently as needed. Nothing except machine & accessories to be stored in ATM kiosk.
- g) Guide customers to cheque drop box and indicate availability of brochures/leaflet etc. of SBI kept on the site.
- h) Allow access, in addition to the customers, to the officials from SBI, ATM Engineers, FLM Custodians and other authorized persons of the Vendors or any other person duly authorized by SBI only on verification of their identity / authority. Caretaker will maintain an access register for such entries where the particulars like name, name of the organization, time, purpose and signature or thumb impression, as the case may be, have to be recorded.
- i) Guide the customer to the nearest ATM site in case of failure of service by the ATM.
- j) In case of misleading or misguiding the customers same shall be dealt with as per penalty clause.
- k) Deal with the customers politely. Prohibit entry of suspicious person like anyone wearing helmet or with covered face inside the ATM site.
- l) Have the contact numbers of the local designated officials of the CTA.
- m) Arrange to get and display publicity materials, banners, posters etc. supplied by the Bank in the kiosks as per instructions besides replenishing leaflets, brochures etc.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

- m) Take care of the kiosk ensuring that the site is clean, electrical fittings and signage are working and switched off when not required, racks are filled with brochures / pamphlets when provided at site. The Caretaker should ensure suitable temperature of AC cooling.
- n) Notify appropriate agency as and when required to replace fittings etc. or advise Vendors or Bank's designated official. If at any time the ATM is out of service, caretaker should immediately notify Vendors and/or the Branch/Channel Manager concerned, as per standing instructions provided to him.
- o) Caretaker should prevent use of premises by squatters, hawkers or undesirable person.
- p) Caretaker should not enter inside the Back room [if available] of the ATM site at all, unless extremely necessary.
- q) Should take proper care of all the assets of the Bank in the ATM Site including the ATM.
- r) Should ensure that the site is clean, electrical fittings are in working condition and switch of when not required, should ensure brochure racks are filled with current brochures –in short, should take care of the ATM site.
- s) Should notify appropriate agency as and when required to replace bulbs, etc. or advise Management Centre, bank branch to which ATM is attached (or Base / concern branch In case of offsite ATMs) or any other officer designated by the Bank.
- t) Should report technical snags, Call police station, fire service etc. in case of emergencies, under advise to Branch Manager/Channel Manager.
- u) If any of the belongings left inadvertently by the visitors, the same should be handed over to the Branch Manager of the Branch to which ATM is attached, for eventual disposal to the owner thereof.

#### 5. MANAGEMENT AND SUPERVISION OF CARETAKER AGENCY;

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

- a. The Caretaker Services will be requisitioned for ATM Sites by SBI;
- b. SBI will communicate in writing and/or through electronic mode the list of ATM sites for which the Caretaker Services will be requisitioned from time to time.
- c. CTA will ensure that there is no violation of any statute and all the laws, rules and regulations will be strictly followed / implemented by Caretaker agency in regard to deployment of Caretakers for such services. SBI may, obtain independent audit report in respect of the statutory compliances by the CTA.
- d. CTA will be responsible for the services provided to SBI by the Caretaker regardless of which entity is providing Caretaker services.
- e. CTA will examine the access register maintained at ATM Site by the Caretaker at periodic intervals and inform SBI about discrepancy noticed by them. The designated official of CTA will have to sign the said register in token of his examining the same.
- f. In the event of emergency or any irregular situation, Caretaker shall escalate to the CTA and/ or SBI. CTA in coordination with the Bank, will be responsible to initiate necessary steps to redress any irregular and / or emergency situation;

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

- g. CTA will have overall responsibility to ensure that the Caretaker Service is rendered efficiently and initiate corrective steps of its own where necessary.
- h. CTA will respond promptly to any complaint made by LHO / Administrative Offices / RBO / Branches in regard to dereliction of duties / default in performance by the Caretaker.
- i. The company should have in place a policy for engaging Caretakers including through background check and police verification report, antecedents etc.
- j. The company will be responsible in all aspects for the services provided to SBI by the caretakers.
- k. CTA should provide protection to the property of the Bank/occupants against crimes like theft, burglary, snatching, hold up, pilferage, sabotage, fire, natural calamities etc.
- l. CTA shall be responsible for compliance of all applicable labour laws, rules, regulations and ordinances applicable in respect of its employees and sub contractors including without limitation of Contract Labour (Regulation and Abolition) Act, Child Labour (Prohibition and Regulation) Act, Minimum Wages Act, Provident Fund Laws, Workmen's Compensation Act, the Private Security Guards (Regulation of Employment and Welfare) Act, and legislations for the safety and working hours of its personnel and shall establish and maintain all proper records and registers.
- m. CTA shall be responsible for making payments of wages and other benefits to caretakers employed by them as per the Minimum Wages Act(Central sphere) notified by the Ministry of Labour, Government of India. Any legal case/expenses/penalty arising out of violation minimum wages act or any other labour/welfare legislation are at the cost of CTA only and the Bank is not responsible for the same. Financial/legal complications devolved against the bank due to violation of minimum wages act by the CTA will be recovered from the CTA from the amount payable to CTA/by invoking the performance guarantee submitted by the CTA to the Bank while awarding the contract.

#### 6. PENALTIES:

In case of the CTA not providing the services as stated herein above, SBI shall be entitled to levy following penalty:

Sr.	Criterion	Penalty [Rs.]
1	Age of caretaker more than 55 years	1000/- per instance
2	Qualification of caretaker less than 8 <sup>th</sup> pass	1000/- per instance
3	Non-supply/non wearing of uniform etc by caretaker	1000/- per instance
4	Non-supply of cleaning material to caretaker	500/- per instance
5	Supervisor / Supervisory staff of CTA Not visiting /truthful reporting of short comings inspecting ATM site at period / time specified and non	500/- per instance
6	Failure in communicating Incident Report to CTA/ SBI	500/- per instance
7	Caretaker committing / attempting involvement a / in fraud /Theft	Loss recovery from The CTA and/or termination of the site. Amount will be

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)



		Recovered from the monthly payments of CTA
8	Absenteeism Delay < 2 hrs Delay > 2 hrs	500/- apart from the wages 1000/- per day apart from the wages
9	Not in proper attire	500/- per instance
10	Impolite behaviour	500/- per instance
11	Unclean premises	500/- per instance
12	Non maintenance of registers	500/- per instance
13	Sleeping in the ATM Room	500/- per instance
14	Any act done by the Caretaker causing reputation loss to the Bank or providing misleading information to the customer.	Rs. 500/- to Rs. 10000/- depending upon gravity of incident.

Due to deficiency [ies] in the Services, which include behaviour of caretaker with customer/ visitor, failure to discharge required duties any loss on account of damage to ATM or ATM Room happening would be recoverable from the Caretaker Agency and Caretaker has to be replaced by the CTA.

**The penalty for any site during a month shall not exceed Rs.10,000/- for a month for that ATM site.**

The caretaker agency has to provide uninterrupted services in all sites of banks ATMs, including in those sites which are inconveniently located and have to indemnify the Bank for any loss incurred by the bank on account of failure of the caretaker agency to provide uninterrupted service in all sites of Bank ATMs.

#### **7. ELIGIBILITY CRITERIA**

The experience and expertise of the Agency/bidder, record of satisfactory Caretaker services and capability for providing the Caretaker services for ATM Site of the numbers proposed will be critical factors in selection. The selected bidder should be in a position to meet service level commitments in full. The eligibility criteria will also include the following:

- a) The Agency/bidders shall have a Valid Private Security Licence from State Govt. of J&K and minimum 3 years experience in this line.
- b) The bidder should already be engaged in providing Caretaker services across the State of Jammu & Kashmir or in other parts of the Country.
- c) The bidder should have a minimum of 250 own employees for providing caretaker services.
- d) The bidder identified, if it is (i) a company, shall produce to the Bank a copy of certificate of Registration, (ii) a Partnership firm shall submit a copy of Registered partnership deed and a proprietary concern, shall submit particulars of GST and CST.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

- e) The bidders should not black listed during last three years by any organisation for that purpose and should not have in any kind of pending litigation with any client/PSU/Govt. Statutory body in the court of law. The bidder has to furnish a separate under taking for this purpose.
- f) Details of any penalty imposed by under mentioned authorities in last 3 years and amount deposited to be furnished along with the proposal.
  - i. Labour Department
  - ii. Service Tax Department
  - iii. EPF Department
  - iv. ESIC Department
  - v. Income Tax Department
  - vi. Any other Government Department
- g) Bidders should be in a position to employ sufficient number of personnel of desired standard, called Supervisors, to provide the Care taker services in prompt and efficient manner. There should be one in-charge Supervisor for say about every 30 Caretakers. They should have chain of supervisory staff and Rounder's who should visit the ATM sites minimum say on alternate day and record of the same should be kept. There should be one Head-Supervisor to monitor and control the functioning of chain of 10-15 supervisors in each area of operation/each zone. As far as possible, in-charge Supervisor/Head Supervisor should be mapped to regions & Zones of the Bank. They would be expected to report to the designated Bank officials of the respective module where they are operating.
- h) For further mandatory conditions/requirements please refer "Annexure 2"
- i) Proof of present capacity to handle at least 200 ATM sites immediately on allotment of the contract. A well documented BCP (Business Continuity Plan) acceptance to Bank. The bidders must clearly state the approach they indent to adopt for systems implementation.
- j) If the company is not making profit for the last two years, it will be disqualified.
- e) Registration with Government under contract labour act 1970 ( Regulation and Abolition) is compulsory for all bidders. PI refer note on page no -24 "Annexure 2"
- f) The CTA need to have a full fledged own functional office/ Branch in the state of J&k at both the centres at Jammu & Srinagar (separately), working atleast from 9.30am to 5.30 pm and having the facilities of Landline phone, Fax and E mail. In case of non availability of office presently in J&k, the CTA (successful bidder) has to open the same within 15 days of opening of tender and has to give it in writing on opening of technical Bid. In case of non functioning of the office within due date firms offer letter will be cancelled and earnest money will be forfeited.
- g) Duly completed applications on the prescribed format with required documents be submitted to the DGM (B&O), SBI, ADMINISTRATIVE OFFICE, RAIL HEAD COMPLEX, JAMMU-180012.

## **8. TERMS AND CONDITIONS FOR THE PROPOSAL**

**State Bank invites the Bidder's attention to the following terms and conditions which underline this RFP and which provide a statement of understanding between the interested parties.**

### **Allocation of ATMs for Caretaker Services**

The SBI Administrative Office, Jammu proposes to allocate about 250 of its ATMs sites for Caretaker Services amongst vendors in the following manner provided they are all willing to match the price the **L-1 price**, Quoted by the most successful bidder (msb).

- i. The Allocation will be divided between L-1 and L-2 and L-3 provided L-2 and L-3 are willing to match the L-1 price.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature\_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

- ii. If L-2/L-3 are not willing to match L-1 price, then L-4, L-5, L-6 and so on will be eligible to match L-1 price.
- iii. The allocation will be done in the ratio of 50:30:20 between L-1, L-2 and L-3 respectively.
- iv. If no vendor is willing to match the L-1, then the tender will be cancelled and bank will call for a fresh tender.
- v. The order of the vendors will be reckoned on the basis of their bid price provided they are willing to match the L-1 price. If any one or more vendors are not willing to match the L-1 price, the caretaker services will be offered to subsequent bidders.

### **8.1 Liabilities of the Bank**

This RFP is not an offer by the Bank, but an invitation to offer. No contractual obligation on behalf of the Bank, whatsoever, shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the successful Bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance and notification of award shall constitute a binding contract with the vendor.

The information contained in this RFP document is subject to updating, expansion, revision and amendment at the discretion of the bank. It does not, and does not purport, to contain all the information that a bidder may require. SBI does not undertake to provide any Bidder 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 RFP and / or the bidding process, without assigning any reasons whatsoever. Such changes shall be intimated to all Bidders. Any information on the same subject made available to all recipients by SBI.

SBI may in its absolute discretion, but without being under any obligation to do so update, amend or supplement the information in this RFP.

SBI reserves the rights to reject any or all the expression of interest/proposals received in response to this RFP at any stage without assigning any reason whatsoever. The decision of SBI shall be final, conclusive and binding on all the parties.

### **8.2 Employee of Caretaker Agency:**

The Caretaker[s] engaged by the CTA shall be the employee of CTA and in no event the said Caretaker[s] shall be deemed to be the employee of SBI. SBI is not responsible / liable to the said Caretaker[s] and payment of salary, allowances and any other amount shall be the responsibility of CTA. CTA shall ensure that all the requisite payment including salary, provident fund / gratuity and pension, if any, will be paid by them [CTA] and no liability of any kind whatsoever towards the said Caretaker shall devolve upon SBI. CTA will have to indemnify SBI and agree to keep SBI indemnified against all losses, damages, expenses and claims which SBI may suffer / incur or which may be made against SBI in respect of the said CTA.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

**8.3. Proposal Process Management:**

State Bank reserves the right to amend, modify, add, delete, accept or cancel, in part or full, any condition or specification of all proposals/ bids, without assigning any reason thereof at any time during the RFP process. Each party shall be entirely responsible for its own costs and expenses which are incurred while participating in the RFP, presentations and contract negotiation processes.

**8.4. Date of Bid Expiration:**

The proposals must be valid for a minimum period of 180 days from the last date of opening of the tender.

**8.5. Bidder Indication of Authorization to Bid :**

Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms and conditions described in the Bidder's response. An official authorized to commit the Bidder to the terms and conditions of the proposal must sign each page of the proposal. The signatory should submit a copy of the Power of Attorney or Board Resolution authorizing him to sign the above bid documents on behalf of the bidder. The Proposal in original (hard copy) will be accepted. No photocopy / email of the proposal will be accepted.

**8.6. Ownership:**

The RFP and all supporting documentation/templates are the sole property of the Bank and violation of this will be a breach of trust and the Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by the Bidder shall become the property of the Bank. Un-opened bids will be returned to the bidders against their acknowledgement.

**8.7 Bidder Status:**

Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with the Bank.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

#### **8.8 Confidentiality:**

This document contains information confidential and proprietary to the Bank. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of the Bank, Associates, Subsidiaries and/or business partners. Disclosure of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could be treated as breach of trust and the Bank would be free to initiate any action deemed appropriate, including premature termination of the contract and/or legal action for breach of trust. Reproduction of this RFP, without prior written consent of the Bank, by photographic, electronic, or other means is strictly prohibited.

No news release, public announcement, or any other reference to this RFP or any program thereunder shall be made, at any stage, without written consent from the Bank. The vendor will not use the logo of the Bank or any of its documents during any publicity without the prior written permission of the Bank.

#### **8.9 Bidder Utilization of Know-how:**

State Bank will request a clause that prohibits the Bidder 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.

#### **8.10 Intellectual Property Rights :**

State Bank will own all intellectual property rights to all design, software and/or systems created specifically for implementation at the Bank under this contract. The Bidder shall fully protect/indemnify the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by the Bidder.

#### **8.11 Solicitation of Employees**

Bidder will not hire employees of State Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of the Bank directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree in writing on a case-by-case basis.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

## 8.12 Indemnity

The bidder will undertake thorough background check, due diligence in verifying the character & other antecedents of its employees as mentioned elsewhere in the proposal. The Caretaker Agency will indemnify and protect the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from

- i) any actions of the employees or agents of the CTA;
- ii) infringement of any law pertaining to patents, trademarks, copyrights etc. or such other statutory infringements in respect of all hardware and software used by them or the local laws of any state or the labour laws or central/state tax laws.
- iii) Damage to the ATM or any component in the ATM Site

The successful bidder should comply with all relevant laws and regulations, etc., like Shops & Establishment Acts, Contract Labour, etc.

### 8.12.1.

The Service provider shall indemnify State Bank of India to the full extent [including the legal cost and reimbursement of Attorney's fees and incidental expenses thereto] in the event of any non compliance of any law, notification, order etc and for any claim from any statutory authority arising out of non compliance of the aforesaid or otherwise in relation to the Service or any claim, right demands etc raised by any employees of the Service provider. Without prejudice to any other right of SBI to recover the indemnity amount from the Service Provider, SBI shall be entitled to deduct/ensure the deduction of the indemnity amount or part thereof from the charges payable to the Service Provider under the payment arrangement mentioned in Schedule.

The Agency shall indemnify the Bank from and against all liabilities, claim and demands arising out of any payments or reimbursement made by the Bank to Government [Central/State, Semi-government], statutory authority or any payments made under any statute / notification of the Government [Central / State] or statutory authority in respect of the employees of Caretakers Service provider or in respect of any claims made by the Agency's employees against the Bank. The Caretaker service provider shall promptly reimburse State Bank of India all payments made and expenses incurred by the Bank in respect of the payments referred to above in this clause failing which charges will be recovered from the bills.

## 8.13 Audit

The Bank may, at its discretion, audit the services rendered by CTA by its external / internal auditors. The CTA will facilitate / cooperation for the same. The vendor shall, whenever required, furnish all relevant information, records, data to inspecting officials of the Bank / RBI. The Bank reserves the right to call for any relevant material information/report.

### 8.13.1 Registers / Record to be maintained

1. Facilitator / Supervisor / ATM Site wise monthly wage registers

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

2. Facilitator / Supervisor / ATM Site wise monthly PF and ESI deposit registers
3. Site wise monthly shift register
4. Services tax paid register
5. Record of background check & character of each employee
6. ATM Site / Shift wise facilitator / supervisor register
7. ATM site wise visit register
8. Register of deductions for damages & loss
9. Register of fines deduction from Caretaker
10. Register of fines paid to any Government body
11. Incident Register

At ATM Site:

1. Caretaker Attendance Register
2. Visitor Register / ATM engineer or authorized person of the vendor or any other person duly authorized by the Bank only on verification of their identity / authority.
3. Access Register for Bank representative/ Contractor/ CTA representative
4. Complaint Register.

**Dispute :**

The Bank reserves the right to customize the contract to meet its requirements. All disputes will be subject to Indian Laws and jurisdiction of courts at Jammu only.

**8.14 Bid Money & Earnest Money Deposit (EMD)**

There is no bid money as the RFP can be accessed by downloading through website [www.sbi.co.in](http://www.sbi.co.in) under head "PROCUREMENT NEWS". However, Earnest Money Deposited (EMD) of Rs 50,000/- (Rupees Fifty thousand only) in the form of Demand Draft favouring State Bank of India, Administrative Office, Jammu and payable at Jammu. be submitted along with the "Technical bid" will be refunded to the unsuccessful firms on completion of tender process and to the successful firm on depositing CPG.

**8.15 SBI's RESPONSIBILITY**

- a. SBI shall provide the Caretaker with a Stool/Chair
- b. SBI will ensure that payment to the vendor is made within 30 days of submission of invoices after deduction of applicable penalty, if any.

The invoice should accompany with:

- i. The attendance Sheet attached with bills should be got signed by one of the following officials, along with respective supervisor of the city: a) Bank official, b) Branch Manager/Designated officer of the respective link branch.
- ii. Overall certification by the vendor in regard to correctness of Attendance Sheets.
- iii. Soft copy of the wages paid to the Caretaker [ATM site wise] along with related details, format of which would be provided by the Bank. ATM site Takeover forms, duly signed by Branch / Channel Manager and CTA [First time only]

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

15

- v. Reports/ Certificates/ Undertakings as per the annexure 6.

- c. In case of conflict arise with respect to the Caretaker operation of performance, SBI will provide minimum one resource person at Administrative Office and each RBO to discuss and resolve the same. In no condition will SBI hold the entire payment for a particular Administrative Office / RBO if some case of performance of the Caretaker at some of the ATM Site is found to be not in accordance with this Document. Under such situations, the payment should be released on pro-rata basis in accordance with the payment terms specified in this document.

## **8.16. WARRANTIES AND LIMITATION OF LIABILITY**

The vendor warrants that it will perform its obligations under this Document in a professional and workmanlike manner. The ATM and the valuables inside the ATM as well as in the ATM site are and shall always remain SBI property/or property of BLA operator as the case may be. The Caretakers or Caretaker Agency shall not be held responsible for any physical injury to SBI's Customers or any loss either to the ATM [including cash stored in the ATM] or to the ATM Site and any items in the ATM Kiosk for any reason whatsoever including but not limited to robbery, fire, flood, or other external cause, unless the same is caused by negligence and/or wilful act/default of the employees of the caretaker agency[s]. However, the Caretaker will keep the site free from pests, rats, ants ,rodents etc and will take all reasonable steps, which are required from a man of common prudence, to protect SBI;s property. In no event shall vendor or the Caretaker stationed at the ATM Site be responsible or liable for SBI's customers assets like vehicles, laptops, cellular phones, pagers, digital diaries, repair kits etc.

## **8.17. TERMINATION**

The agreement of Caretaker Services may be terminated as set forth below :

- a. By SBI upon a default by the CTA in discharge of any of its obligations under this document and not cured within 10 [Ten] days after communicating [written notice / email] to rectify such default.
- b. SBI may terminate the Caretaker Service at a particular ATM Site / All the ATM Sites by giving 30 days written notice to the CTA without assigning any reasons.
- c. By either party upon a default by the other party in the performance of any of its obligations under this Appendix if it not cured within 10 (Ten) days after written notice by the non defaulting party to default party to rectify such default.

## **9. PROPOSAL GUIDELINES**

### **9.1 Scope**

State Bank invites responses for providing Caretaker services described in this document.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature\_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

16

*State Bank of India, Administrative Office, Jammu*

### **9.2 Proposal Content / Proposal Format**



The Bidder's proposal is central to the evaluation and selection process. Therefore, it is important that the Bidder carefully prepares the proposal as per the Bank's prescribed formats completely. There should be no hand-written material, correction or alteration in the offer. Correct and current technical details must be completely filled in. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. The waiver shall be binding on all the bidders.

The Bidder is required to respond to the RFP only in the prescribed format as detailed in Annexure 5. Under no circumstances, the formats can be changed, altered and modified. A duly authorized signatory of the bidder under seal should authenticate all pages in the bid.

### **9.3 Rejection of bids**

The Bank reserves the right to reject any or all bids, and to re-tender the bid without assigning any reasons. The Bank is under no obligation to acquire any or all the services proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder.

## **10. OVERVIEW OF EVALUATION PROCESS**

### **10.1 Evaluation Criteria**

The bank has established the following criteria for evaluating each proposed solution in the areas of:

Field support /Network

Management capabilities of bidder, his past performance and credentials.

Ability of proposed solution/methods to meet the requirements outlined in this RFP.

### **10.2 Evaluation Process**

The evaluation will focus on the degree of fit to requirements. It may include reference calls and site visits to selected banks. The Bank reserves the right to reject any or all proposals without assigning any reasons whatsoever. 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.

### **10.3 Reference Sites**

As part of evaluation process of technical bids, the Bank may inspect the bidder's Corporate Office and the sites of other Banks to whom Caretaker Services have been extended by the bidder. The bidder will facilitate understanding of the processes for recruiting and monitoring the services of Caretakers as to their adequacy.

### **10.4 Opening of Bids**

The Bank will open the bids on the stipulated day in the presence of authorized representative of the bidders. The technical bid will be opened first and evaluated for technical requirements as per the stipulations. Evaluation would also include site inspections wherever required. Commercial bids of bidders who satisfy the technical requirements of the Bank will be opened, on the appointed day, in the presence of authorized representative of bidders. The commercial bids of unsuccessful bidders will be returned to them unopened. Both technical bid and financial bid should be submitted separately.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

17

### 10.5 Determination of L1 price and successful bidder

Eligibility and suitability of the final successful bidder will be reckoned with total of 85 Marks allocated for commercial bid price Total cost at Srl No-8 of annexure "6" i.e. commercial bid ). And 15 marks allocated for other parameters to assess suitability. The tenderer who submits bid of lowest amount will get 85 marks (lowest bid price). Other bidders will get the marks for bid price as per the following formula:

$$\text{Marks for the tenderer} = \frac{\text{Bid amount of lowest price bidder (As mentioned at srl no 8 of Annexure "6" i.e. commercial bid)}}{\text{Amount (As mentioned at srl no 8 of Annexure "6" i.e. Commercial bid) submitted by the tenderer}} \times 85$$

The L1 price/firm for Caretaker Services will be determined by the highest point obtained by the firm as per final rating sheet attached as "Annexure 9".

Care taker service provider is free to pay wages to the caretaker higher than the minimum wages as aforesaid; however payment from the bank on this account will be limited to the extent of minimum wages as aforesaid.

The bank reserves the right to allot the work on the basis that most successful bidder (msb) will be allotted at least 50% of the work and rest of the work may be distributed to other qualified bidders if they agree on the same rates and terms & conditions. However, it is not binding on the Bank to distribute the work/order.

The order of the vendors will be reckoned on the basis of their bid price provided they are willing to match the price offered by the msb. If any one or more Vendors are not willing to match the price offered by the msb, the ATMs may be offered to subsequent bidders.

### 10.6. Performance Guarantee

The successful bidder shall furnish within 10 days of the receipt of offer letter an acceptance of offer and a performance guarantee of Rs. 25,00,000/- (Rupees Twenty five Lac only).

In case of allocation of few sites to other bidder(s) than the msb as per para 8, the other firm(s) have also required to deposit the performance guarantee of Rs 12,50,000/- (Rupees Twelve Lac fifty thousand only). This will have a validity of 28 months.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

18

## 10.7. Contract / Service Level Agreement (SLA)

At the completion of selection process, the Bank will enter into an agreement with the selected Bidder for Managed Services. The agreement will be based on the bidder's response to this RFP with all its enclosures, modifications arising out of negotiation/ clarification, etc., and will also include the following documents/provisions:

### **Copies of the licenses, certifications etc.**

In case of termination of contract during the period of SLA, the Bank will retain the right to invoke the Bank Guarantee that would be submitted by the successful bidder as mentioned above towards the cost of conducting the RFP process.

Monthly or more frequent caretaker services review meetings at LHO / Administrative Offices / Regional Business Offices with participation at sufficiently senior level from the vendor's side.

The Bank reserves the right to stipulate, at the time of finalization, any other document(s) to be enclosed as part of the final contract.

The Caretaker Services vendor shall not transfer at any stage any of its duties, obligations and benefits of the contract to any third party.

## 11. PROPOSAL FORMAT

### 11.1. Guide lines for Proposal

A duly authorized signatory of the bidder under seal should authenticate all pages in the proposal. The proposal should be submitted in hard copies in two separate parts, as under:

**Part I – Technical / Eligibility Proposal: The technical /Eligibility proposal (as per Annexure 1,2,3) must be submitted in a sealed envelope super scribed as “Technical Proposal – Caretaker Services’.** All the details must be completely filled in. Violation of the above requirements will disqualify the bidder. A soft copy of the Technical Proposal should also be submitted.

Part II – Commercial Proposal: The Commercial Proposal should be submitted as per Annexure 6 in a sealed envelope, super scribed as “**Commercial Proposal – Caretaker Services’.**”

### 11.2. Bidder information

Bidders are requested to provide details about their organization(s) in this section in the format provided in Annexure 2. The Bidder may further present any information they feel is pertinent or necessary for determination of the Bidder's ability to service the needs of the Bank.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

### 11.3. Reference Site Details

Please furnish details in the format provided in Annexure 1.

## 12. OTHER TERMS & CONDITIONS

12.1 The Bank shall be entitled to adjust the dues out of monthly bills or performance guarantee deposit towards loss or damage caused by the agency or its staff in case of any theft, breakage, pilferage of any items, fixture, equipments etc. or any other liability of the agency. The Bank shall be entitled to hold or deduct the amount from the bills/security deposit/performance guarantee, for non performance or part performance/substandard performance or failure to discharge obligations under this contract.

12.2 The Agency shall obtain at his/its cost, any license or permission of any sort whatsoever [viz labour license from Assistant Labour Commissioner and register with Employees' State Insurance Corporation and office of the Regional Provident Fund Commissioner, etc that may be required under various Acts of the Central / State Government Authorities, for carrying out the said activity in the premises of the Bank and such Registrations and License as may be deemed necessary for engagement of contract workers for such purpose.

12.3 The Agency shall submit the list of its personnel deployed / to be deployed at the respective ATM sites along with their personal details like name, age, date of birth, permanent address, photograph etc. The Bank has right to advise the Agency to replace any of the personnel engaged by him who are found unsuitable, the agency shall replace such personnel. The Agency shall provide laminated, tamper-proof Identity Cards to all its personnel / Caretakers.

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

### 12.5 Start of Services

The responsibility of collecting all the required information and implementation of the Caretaker Services to the ATM Sites shall be with the vendor and has to be carried out by the vendor without any additional cost to the Bank.

The CTA shall commence taking over the ATM Sites immediately upon it being intimated by the Administrative Office, Jammu and complete the process for all ATMs Allotted within a maximum  
***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

Period of 15 days from the date of signing of the Agreement or receipt of offer letter whichever is earlier. The position will be reviewed periodically and if the takeover is not satisfactory and as per the stipulated schedule, the Bank may terminate the contract and the vendor will be liable for consequent damages.

#### **12.6 Penalty for Delay**

For any delay in operationalisation of full-fledged CTS beyond 15 days from the date of intimation by Administration Office, Jammu of any of its subordinate Office designated for the purpose, a penalty @.Rs.500/-per day per ATM site will be charged.

#### **12.7. Liquidated Damages**

If the vendor fails in providing the services, as per the terms and requirements specified in this RFP and provides services such that penalties are levied by the Bank on 9 occasions (monthly invoices) or more in a period of 12 months from the month of commencement of CTA at a particular ATM Site, the Bank will charge penalty @ 1% of the order value calculated on the billing for one year from the date of agreement, subject to a maximum of the Rs. 5,00,000 (Rupees Five Lacs only). This penalty is in addition to other applicable penalties.

#### **12.8. Review of Caretaker Services**

Following operationalization of the services, the performance of the CTA will be reviewed for single / multiple / all the ATM site[s] after every 3 months and the Bank reserves the right to terminate the contract at any point of time after 30 days' notice without assigning any reason. Representatives of the vendor from the Corporate Office are expected to attend these review meetings.

#### **12.9. Extension**

The Bank reserves the right to extend the agreement on the same terms and conditions for the periods desired by the Bank.

#### **12.10. Maintenance and Response Time**

The CTA should ensure that co-operation is extended by every Caretaker, to the Managed Services Vendor concerned such that the uptime and availability of ATMs and in analyzing the performance of the ATM network is maintained at a very high level.

#### **12.11. Third Party Services**

The successful bidder shall extend the Caretaker Services by himself and they are **PROHIBITED** from further outsourcing of the Caretaker Services work to third parties.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature\_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

## 12.12 Pricing

The price quoted must be in Indian Rupees, inclusive of all taxes, levies, etc., except Service Tax/GST, wherever applicable. Service Tax/GST will be paid by the Bank on actual basis.

## 13. Assignments:

13.1 In the event of an reorganization, merger or acquisition or related activity in which the Company passes management or control to other owners its rights under this agreement, the Bank retains the right to terminate this agreement.

13.2 The company shall not transfer, or enter in to any Agreement or any right or obligation under it to any other person, firm; company 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 Company 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.

13.3. Nothing contain herein shall prevent the Bank from the assignment of this agreement by the Bank to its parent body or to any of its subsidiary or affiliates, or to its successors and assigns by way of merger or acquisitions.

## 14. 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 government, 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.

15. The RFP shall be valid and in force only for a period of one month from the date of its publication in the News papers. It shall be deemed to be withdrawn after the above stated period.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

## REFERENCE SITES DETAILS

The site details must be given in the following format. A separate copy of the format should be used for each site.

Please provide details of at least THREE sites of every Bank to whom Caretaker Services have been extended by the CTA. Preference will be given to the CTA which has employed the highest number of Caretakers on their pay-rolls as on the date of submission of the bid.

A. Data of Existing Caretaker Sites

(To be supported with documentary proofs, when required)

Details of the Sites where Caretaker Services have been extended by the CTA.

Name of the CTA:

Sr No.	Name of the Bank	Address of the caretaker site	Name of the caretaker	Cell No. Of the Caretaker	Name of the Supervisor	Cell No. Of the Supervisor

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

**COMPLIANCE TO ELIGIBILITY CRITERIA**

**Annexue-2**

**(Please refer section 7, page No. 9)**

Sr No.	Criterion	Details
1	Particulars of the constitution of the bidder  Pb/Pvt ltd co.  Partnership  Firm  Proprietory	
2	Registration with Govt under contract  Labour Act 1970 (regulation and Abolition )	
3	Minimum turnover should be above Rs  2.00 Cr. During financial Year  2016-2017, 2017-2018, 2018-2019	
4	The bidder should have minimum 3 years  Experience	
5	An ISO (9001/14001) etc certificate  (preferred)	
6	Capacity to put about 250 Caretakers  immediately as stated in the RFP.	
7	Black listed for deficiencies in Services by any organization during last 3 years. (Not compulsory but preferred)	
8	Dedicated system for supervising the Caretakers Services minimum twice in a week.	

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)



**DOCUMENTS TO BE ATTACHED CONFIRMING ABOVE**

1. Valid Registration Certificate (Under Companies Act 1956) partnership deed/GST – CST etc.
2. Company Registration with the Government under contract Labour Act 1970 (Regulation & Abolition).
3. Copy of Audited annual Report and Balance sheet to be submitted with Registration No. & Seal of CA.
4. Proof of service rendered earlier to Banks , Public sectors Undertaking or any other reputed organization. Documents should clearly reflect the service rendered for continues last 3 years i.e. from April 2017 to March 2019.
5. ISO Certificate (if available).
6. Training Centre Certificate / approval as mentioned above
7. Certificate from the bidder confirming that they are in position to meet the requirement of the Bank.
8. Certificate from bidder confirming not black listed in the last 3 years.
9. A brief about monitoring and control/ supervision of Caretaker (s) in the organization should be submitted.
10. Latest Income Tax Deposit Challan
11. Latest EPF Deposit Challan
12. Latest ESIC Deposit Challan
13. Latest Service Tax/ GST Deposit Challan.
14. PAN/TAN Card of the bidder.

With RFP copies of the above should be submitted. Once qualified, original should be produced for the verification.

**Note:- All attachments need to be signed and stamped by the authorised signatory.**

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature\_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

**PROFILE OF CARETAKER AGENCY**

Srl No.	Item	Details
<b>1.</b>	<b>General</b>	
1.1	Company's Name & Nature of Activity	
1.2	Company address	
1.3	Telephone and fax numbers	
1.4	Details of ownership	
1.5	No. of Years in the business/line of activity	
1.6	Key person (s) with contact details	
<b>2</b>	<b>Financial</b>	
2.1	Annual Revenue 2018-19 (Audited)	
2.2	Net Profit 2018-19	
2.3	No. of Caretakers on rolls (Monthly Average) 2018-19	
2.4	Annual Revenue 2017-18 Audited)	
2.5	Net Profit 2017-18	
2.6	No. of Caretakers on rolls (Monthly Average) 2017-18	
2.7	Annual Revenue 2016-17 (Audited)	
2.8	Net Profit 2016-17	
2.9	No. of Caretakers on rolls (Monthly Average) 2016-17	

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

<b>3</b>	<b>Certifications / Documents</b>	
3.1	Certificate of Registration with the Registrar of Companies/Registrar of firms	
3.2	Income tax Clearance certificate (latest) and PAN number	
3.3	Audited Balance sheet of last 3 years	
3.4	Registration under Shops and Establishment act and certificate from Employees State Insurance Corporation (ESIC) Latest	
3.5	Certificate form the Employees Provident Fund (EPF) Organization under Employees Provident and Misc. Provision Act. (Latest	
3.6	Registration with appropriate authority for Service Tax.	
<b>4</b>	<b>Staff (supporting affidavit to be enclosed)</b>	
	<b>(This information will be used by the bank to asses the capacity of caretaker agency to put about 250 caretaker immediately)</b>	
4.1	Total number of employees (As on)	31.03.16 31.03.17 31.03.18
	Out of these Break-up of employees - Sales/Caretakers/Guards - Administrative - Technical - Implementation staff - Labour used on contract basis , if any - others	
<b>5</b>	<b>Others</b>	
5.1	Names of banks, other companies for which work has been undertaken	
5.2	Offices address in the major cities of the J & K and number of employees in that office	
5.3	Any special qualifications	

*I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.*

Signature\_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

**Organization Profile  
(To be Included in Technical Bid Only)**

1. Name of the Organization:	
2. Address for Communication	Address: Tel. No. :(STD code)- Mob. No. CMD/MD/ Director/ CEO Fax No. : (STD code)-
3. Date/ Year of Establishment	
3 a. Location of Registered Office of the company/firm and locations of regional offices in J&K	
4. Type of Firm/Company (Whether Proprietorship, Partnership or Private limited. Company) (If joint Venture, then specify name of Partners in JV)	
5. Name of the Partners/ Directors of the Firm with their Mobile No.	1. (Mob. No.) 2. (Mob. No.) 3. (Mob. No.)
6. Name of the Key Persons for processing of this tender	1. Vice President/ Director (Operations/etc) 2. GM (Operations/etc)
7. Annual Turnover (Rs. in Crore) FY 2016-2017 FY 2017-2018 FY 2018-2019 (** Copy of Audited Annual Report & Balance sheet to be submitted with Registration No & seal of CA)	

*I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.*

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

**Description of Monitoring System by Caretaker Agency of Caretaker's services, (If the space is not sufficient, you may enclose sheets for the items)**

S. No.	Item	Existing System	Proposed System
1	Number of Caretakers per Supervisor		
2	Description of the Supervisory system		
3	MIS as proof of having delivered the services as per the Agreement/s		
4	Payment system of wages to the Caretakers (Cash/Credit to Account etc.)		
5	Time taken to arrange for an alternative Caretaker in case of resignation of a Caretaker		
6	System of Monitoring by the Management on the Supervisors		
7	Periodicity of review by the Management with Supervisors		
8	Any other aspects, which the CTA would like to inform.		

**Annexure-5**

**FORMAT FOR PRE BID QUERIES:**

Srl No.	. Query regarding	Page No. Of RFP	Query	Reason/Supporting data/papers

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

---

# COMMERCIAL BID

---

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

**COMMERCIAL BID (Name of the company : \_\_\_\_\_)**

Sr No	Charges Under Head (for a month of 31 days) for area - B	Rates per care taker for 31 days for 8 hours duty (In Rs)	
		Rs	P
1.	Wages on actual including basic wage & VDA (For 31 days)		
2.	PF & PF Administration Charge @ %		
3.	Employee State Insurance (ESI) %		
4.	Sub Total (Srl No 1 to 3)		
5.	Administration fee of Srl No 4 in % only (1% to 10% in one decimal place only)		
6.	Total cost (inclusive of Srl no 1 to 5 above)		
7.	Service Tax/ GST @		
8.	Total cost for one duty for 8 hours inclusive of all charges as above		

- Statutory minimum wages are subject to review as and when changes. PF and ESI should be calculated on the amount as offered at srl no 1.
- The rates offered should not be less than the statutory minimum wages, as applicable for engaging of caretaker through contractors, as duly notified by the Centre Govt for watch & ward (Unarmed).
- The total rates shall include the cost of all services/supply of uniform items. For providing of facilities as mandated by the statutory provisions or other services as mandated in the technical bid.
- Rates of the firm who scores highest marks in Final Score Sheet enclosed to this RFP will be taken as L-1 and shall be considered as successful bidder.
- The rate for one duty for 8 hrs will be multiplied by the number of days each month for the purpose of calculating the monthly wage bill.
- The commercial bid has to be offered on this format only.
- The Commercial bid must be enclosed in a separate sealed envelope.
- The price quoted must be in Indian rupees, inclusive of all taxes, levies, etc. Including supervisory cost also, **except Service Tax/GST, wherever applicable. Service Tax/GST will be paid by the Bank on actual basis as mentioned at srl no 7.**
- In certain areas our ATMs are restricted to certain hours of functioning only. In such cases payment will be made proportionately.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

**OFFER COVERING LETTER**

The Dy. General Manager (B&O)  
State Bank of India,  
Administrative Office,  
Rail Head Complex,  
Jammu (J&K)- 180012

Dear Sir,

**Request for Proposal (RFP) for Caretaker Services**

We have examined the RFP and we offer to extend Caretaker Services (existing and proposed to be rolled out) as per the terms, conditions and spelt out and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

2. While submitting this bid, we certify that:

- (a.) Prices in its bid have been arrived without agreement with any other bidder of this RFP for the purpose of restricting competition.
- (b.) The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
- (c.) We have not induced nor attempted to induce any other bidder to submit or not to submit a bid for restricting competition.

3. We agree to abide by this offer till 180 days from the last date stipulated by the Bank for submission of bid, and our offer shall remain binding upon us and may be accepted by the bank any time before the expiry of that period.

4. Until a formal contract is prepared and executed, this offer, together with the Bank's written acceptance thereof and the Bank's notification of award shall constitute a binding contract between us.

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

6. We undertake to comply with the terms and conditions of the RFP. We understand that the Bank may reject any or all of the offers without assigning any reason whatsoever.

Yours faithfully,  
(Name and Designation)  
For and on behalf of \_\_\_\_\_

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)



**Annexure-8**

**REPORTS ON CARETAKER SERVICES**

(TO FORM PART OF THE MONTHLY INVOICE)

With a view to monitoring and constantly improving the Caretaker Services and also for computation of —Penalties on Administration Fee and —Penalties on Caretaker Wages, the vendor will provide a —Monthly Joint Visit Report as per the format placed in Annexure-12 (A&B) relating to observations on the parameters mentioned in the Report, during the joint visit conducted by CTA's representative and Channel Manager together.

Credibility and integrity of the reports is absolutely vital for performance measurements, and the Bank reserves the right to make surprise checks by officials other than the Channel Managers and demand back up records in support of the reports demand back up records in support of the reports.

***I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.***

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)

33

**The final score will be reckoned as follows:**

DESCRIPTION	TOTAL MARKS
A. Total cost of caretaker (Marks obtained as per formula mentioned as srl no 10.5, page no 18 of RFP)	85
B.. Other Criteria ( to assess suitability)	15
i. Particulars of the constitution of the bidder :	2 (Maximum)
Private Limited Company          2.00	
Partnership firm                    1.50	
Proprietary concern                1.00	
ii Minimum turnover should be above Rs 1.00 Cr. During Financial year 2016-2017, 2017-2018, 2018-2019. (audited results) (the firm having turn over less than 1 crores for any of these financial years will disqualify)	8 (Maximum)
Turnover up to          1.50    crores    05 marks	
Turnover up to          2.50    crores    06 marks	
Turnover up to          3.00    crores    07 marks	
Turnover up to          4.50    crores    08 marks	
iii The bidder should have minimum 3 years experience	Compulsory
iv. An ISO (9001 : 2015) certified or latest	2 Marks
vi. Capacity to put about 250 caretakers immediately as stated in the RFP	3 Marks
vii. Dedicated system for supervising the Caretaker Services minimum twice in a week.	compulsory
Grand Total	100 Marks

The RFA submitted by those caretaker agencies who fails on in Parameter mentioned compulsory will not be considered.

*I have read and hereby correctly state data/accept all terms/conditions/criteria/ other aspects mentioned above on this page unconditionally.*

Signature \_\_\_\_\_ (Authorised Signatory/Director of the Agency & Company seal)