

Annexure - I

GENERAL TERMS & CONDITIONS

1. **Tenure** : The proposed service of contractors for transportation of Stationery Items from Regional Stationery Department to Branches/Offices on Door to Door basis in the state of Maharashtra and Goa will be valid initially for a period of 1 year from the date of agreement, subject to a review of the arrangement thereafter based on a feedback report received from the user branches and their controllers. The agreement may be renewed for a further period of one year thereafter if the services of the contractor are found satisfactory by the Bank.
2. **Security Deposit** : The contractor(s) will have to furnish a Bank Guarantee for **Rs.1.00 Lac** of any PSU Bank favouring Chief Manager (RSD), State Bank of India, LHO Mumbai for a period of 1 year with an additional claim period of 6 months.
3. **Contract Price and its validity** : Price should indicate Basic Price and should state all taxes, transportation, insurance, duties, charges, etc. separately. 'Octroi' if any, will be paid extra as per actual on production of the related documents. The Bank reserves the right to place the order with one or more contractors. Prices quoted shall remain valid for a period of 1 year. The Bank, however, reserves right to call for fresh quotes at any time during the above period, if considered necessary. The price increase/decrease due to any change in Taxation Policy by the Government or otherwise shall remain to the advantage of the Bank.
4. **Minimum Chargeable weight**: The minimum chargeable weight per consignment will be 75 kgs. The volume of surface mode will be converted into weight based on formula 1CFT = 8kgs.
5. **Transit days** : Not more than 6 days depending upon the location for Maharashtra & Goa.
- 6 **Change in Basic Rate (As and when the fuel price changes)**: Change of 1% with every change of Rs. 1.00 in the fuel prices.
7. **Insurance**: All the consignments are to be insured at the cost of transporter/contractor and any damages to the consignment due to negligence or otherwise of the transporter, will have to be made good by the said transporter.
8. **Octroi/Entry Tax**: Will be reimbursed by Bank on actual basis with service charges not more than 3% with minimum charges of Rs. 100/- per consignment.

9. **Terms of payment** : Within 15 days of submitting invoice complete in all respect.

10. **Fidelity & Secrecy** : The contractor and its employees will strictly undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to the ideas, concepts, know-how, techniques, data, facts, figures and all information whatsoever concerning or relating to the Bank and its affairs to which the said employees have access in the course of performance of the contract. Such employees may also have to execute letters of fidelity and secrecy in such form as may be prescribed by the Bank to prevent its misuse.

11. **Settlement of dispute** : All disputes and differences of any kind whatever arising out of or in connection with the execution of contract shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement, each party may appoint an arbitrator and the decision of the arbitrator(s) shall be final. The arbitration is to be governed by the provisions of Arbitration and conciliation Act 1996 or any statutory re-enactment or modification thereof for the time being in force . Place of arbitration will be Mumbai and cost will be shared equally by both the parties. The arbitration shall be in English language.

12. **Penalty** : The Bank reserves to itself the right to impose penalty which shall include actual and consequential losses suffered by the Bank and which the Bank deems reasonable, if the contractor fails to comply with any of the conditions detailed hereinbefore. That for any delay on the part of contractor beyond 10 days from the Scheduled delivery date, the contractor shall be liable to pay the bank the entire cost of the consignment with packing and other associated charges at the entire discretion of the Bank reserving further the Bank's right to encash the Bank Guarantee and to take other actions.

13. **Jurisdiction of arbitration** : Jurisdiction of the court or arbitration will be at Mumbai only.

14. **Statutory deductions** : Statutory deductions such as VAT/ Service Tax, etc., wherever applicable, will be deducted from the billed amount for all payments, as per the extant statutory obligation.

15. **Compliance of labour laws by the contractor** : The vendor shall make his own arrangement for the engagement of all labour and shall be responsible for regulating their service and work conditions in conformity with all Acts, Regulations, Rules or Order of Competent Authority under relevant laws in force during the period of the contract. Contractor shall indemnify the Bank from all claims relating to the workers/ staff/ sub-contractors' salaries, wages, overtime, leave, Provident Fund, Medical facilities,

Gratuity, Bonds or any other claim as applicable and stipulated in any Statutory Provisions, Rules or order of Competent Authority.

16. **Payment Terms** : **No advance is payable by the Bank.** After satisfactory completion of the job, Bank will make the payment within 15 days of the receipt of the Bill.

17. **Discontinuity of Service**: The agreement entered into by the Bank and the Contractor shall be binding for a period of one year or till such further period as may be agreed upon between the parties. However the Bank may for any reason, discontinue the agreement and/or terminate the agreement earlier without assigning any reasons whatsoever. The contractor may also terminate agreement by giving three months advance written notice to the Local Head Office of the Bank in Mumbai, addressed and delivered to the Chief Manager (Procurement), State Bank of India, Regional Stationery Department, Plot no. SP 12, phase I, MIDC Area, Dombivali East, Dist Thane 421203.

Notwithstanding the above, the Bank reserves the right to discontinue the service with immediate effect, in the event of the contractor resorting to act or malfeasance or any other reason including unsatisfactory services.

18. **Right reserved:** The Bank reserves to itself the right to amend/change/delete/add any of the terms and conditions as may be deemed fit.
