



SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. (SBIIMS)
(WHOLLY OWNED SUBSIDIARY OF STATE BANK OF INDIA)
NORTH-EAST CIRCLE OFFICE

Sl. No.	Description	
(a)	Tender ID	GUW202002024
(b)	Tender Name	Comprehensive Housekeeping & Maintenance Services of Premises of SBI Branches/Offices/Outfits under RBOs Jorhat, Dimapur & Bongaigaon
(c)	Opening Date of Tender	28.02.2020
	Ending Date of Tender	05.03.2020 till 03:00 PM
(d)	Tender Fee Amount	Rs.5000.00 (Rupees Five thousand only)



**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. (SBIIMS)
(WHOLLY OWNED SUBSIDIARY OF SBI)**

GUWAHATI CIRCLE OFFICE

INVITES ON-LINE TENDERS ON BEHALF OF SBI THROUGH SBI SERVICE PROVIDER
M/S e-PROCUREMENT TECHNOLOGIES PVT. LTD., AHMEDABAD

**NAME OF THE WORK:- COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES OF
PREMISES OF SBI BRANCHES/OFFICES/OUTFITS UNDER RBOS JORHAT, DIMAPUR &
BONGAIGAON**

The Vendors who are in the list of approved empanelled **Comprehensive Housekeeping & Maintenance Services of Premises of SBI Branches/Offices/Outfits under RBOs Jorhat, Dimapur & Bongaigaon** finalised in **August 2019** by SBI, Local Head Office, Guwahati (North Eastern Circle) are eligible to participate in this E-Tender.

Note: The contractor/vendors/Vendors should possess **valid digital signature** for participating in this E-tendering Process.

**The Circle Head & Assistant Vice President (Civil),
SBI Infra Management Solutions Pvt. Ltd.
North-East Circle Office
3rd Floor, SBI Guwahati LHO Building,
P.O. Assam Sachivalaya,
Dispur-781006**



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NOTICE INVITING TENDER (TENDER ID No GUW202002024 DATED 28.02.2020)

On behalf of State Bank Of India (hereinafter referred to as SBI), LHO, Guwahati, Technical and Price Bids are invited by SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. (hereinafter referred to as SBIIMS) from eligible and reputed vendors for **Comprehensive Housekeeping & Maintenance Services of Premises of SBI Branches/Offices/Outfits under RBOs Jorhat, Dimapur & Bongaigaon**

1.	Scope of the Work	Comprehensive Housekeeping & Maintenance Services of Premises of SBI Branches/Offices/Outfits under RBOs Jorhat, Dimapur & Bongaigaon
2.	Eligibility criteria	The Vendors who are in the list of approved empanelled Comprehensive Housekeeping & Maintenance Services of Premises of Branches/Offices of SBI in Entire N.E Circle finalised in August 2019 by SBI, Local Head Office, Guwahati (North Eastern Circle) are eligible to participate in this E-Tender.
3.	Availability of tender documents	Tender documents can be downloaded from the Bank's website www.sbi.co.in >SBI in the News>Procurement news from 28.02.2020 to 05.03.2020.
4.	Tender document Cost	Rs 5000.00 (Rupees Five Thousand only) (Non-Refundable) to be paid only through State Bank Collect (SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-A. The receipt generated with the Reference No. shall be submitted along with the Technical Bid.
5.	Earnest Money Deposit	Rs. 37,100.00 EMD to be deposited to A/C No. 10242804581 (SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account) maintained at SBI, Dispur Branch (IFSC code-SBIN0003030). Those who have already deposited EMD in the previous tender with ID GUW202002024 dated 30.01.2020 need not resubmit again. Exemption from payment of Earnest Money Deposit may be given to the Micro, Small & Medium Enterprises (MSME) as applicable, subject to submission of exemption

		certificate by the applicants.
6	Technical Bid	<p>The following Documents should be submitted in the Technical Bid in a sealed envelope addressed to the Circle Head, SBIIMS, Guwahati Circle, SBI Local Head Office Building, 3rd Floor, 'A' Block, P.O. Assam Sachivalaya, Dispur, Guwahati-781006, Assam or send the scanned copies via mail to sbiims.circleguw@gmail.com on or before 05.03.2020 till 03:00 PM</p> <p>i) Tender Processing Fee amounting to ₹5000.00 (Rupees Five thousand Only) (Non-Refundable) to be credited to State Bank Collect (SB Collect an efficient MIS report generating tool) and submit the receipt generated with the Reference No.</p> <p>ii) Earnest Money Deposit (EMD) amounting to ₹37,100.00 (Rupees Thirty Seven thousand One hundred only) to be deposited to A/C No. 10242804581 (SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account) maintained at SBI, Dispur Branch (IFSC code-SBIN0003030) and submit the deposit voucher copy as proof of deposit the amount. Those who have already deposited EMD in the previous tender with ID G UW202002024 dated 30.01.2020 need not resubmit again. Exemption from payment of Earnest Money Deposit may be given to the Micro, Small & Medium Enterprises (MSME) as applicable, subject to submission of exemption certificate by the applicants.</p> <p>iii) The Process Compliance Form as at Annexure-I duly filled, signed and stamped by the Bidder as token of acceptance of all the terms & conditions stipulated in this tender.</p> <p>The Bidder, who fails to submit any of the above mentioned documents, will be disqualified in Technical Bid and will not be allowed to participate in subsequent online Price bid submission. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in</p>



		online Price bid submission.
7	Opening of Technical Bid	: 03:30PM on 05.03.2020
8	Price Bid	<p>The Price Bid Shall contain the Electronic format of item wise Price Bid and to be submitted on online portal https://etender.sbi/ as per below schedule: On 06.03.2020 from 11:00 AM to 03:00 PM</p> <p>No condition/ stipulation in Cover-II shall be accepted Only the bidders who qualify in Technical Bid (submitted Tender Processing Fee, EMD and Process Compliance Form) will be eligible to participate in the submission of Price Bid.</p> <p>The bidder should have valid digital signature for participation.</p>
9	Opening of Price Bid	: 03:30 PM on 06.03.2020
10	Special Instructions	Bidding in the last minute should be avoided. Neither the service provider nor Bank shall be responsible for any lapses/failure on the part of the contractor/vendor in such a case.
11	Validity of Tenders	For a period of 90 days from the date of e-Tendering.
12	Initial Security Deposit	1 (one) month contract value as security deposit including EMD
13	Deduction of Income Tax and GST	<p>A) Income Tax will be deducted at source as per Govt. Guidelines.</p> <p>B) Reimbursement of GST on work contract will be made only on submission of proper GST invoice as per applicable GST provision. The contractor/vendor should comply with the following;</p> <p>i. contractor/vendor should have GST Registration Number</p> <p>ii. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision</p> <p>iii. In case of Correction in the bills after scrutiny, contractor/vendor should submit fresh invoice for payment</p> <p>iv. contractor/vendor should timely file his GST return</p>



		in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor/vendor.
14	Terms & mode of payment	: i) No advance is payable. ii) After successful completion of entire work, 100% monthly payment will be released against submission of GST invoice and work completion Certificates after deducting security deposit and statutory deductions as applicable. iii) Payment shall be made by way of Electronic fund transfer by the concerned SBI Branch/Office where the work has been executed. The contractor/vendor should furnish details of the Bank, A/c no, IFSC code etc.
15	Contact details for any clarification	The Circle Head & The Assistant Vice President(Civil), SBI Infra Management Solutions Pvt. Ltd. Guwahati Circle Office, 3rd Floor, SBI, LHO Building, Guwahati, Dispur-781006, Ph: 0361-2237509
16	Contact details for any e-Tender related queries	Service provider: M/s e-Procurement Technologies Ltd. (Procure Tiger) A- 201, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India. Tel.:-PH.NOS.:+9179-079-68136820/59/ 53/ 43/ 52/ 20/ 35/40/31/ 63/57 Mobile: +91 9081000427/9904407997 You are requested to contact the agency for further guidance on e-tendering process
17	Note:	
	a)	The Tenderers are expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required as per the Tender Documents or submission of price bids not substantially responsive to the Tender Documents in every respect will be at the Tenderer risk and shall result in rejection of the Tender.
	b)	In case the date of opening of Technical bid or price bid is declared as a holiday, the respective date will be considered on the next working day at the same time. The bidder, who is the



	authorized representative and participating on behalf of company/ Dealer/vendor, should have a valid digital signature certificate (DSC) for this tender. The validity of the DSC should be at least 3 months.
c)	The SBIIMS reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.
d)	Bidders are strongly advised to visit site before submitting their price bid and work out the quantity requirement for all required material to make the work complete in all respects.
e)	The tenderers can view the Tender opening details through their respective log in Ids on the above mentioned e-tender portal (Website).
f)	Any abnormal increase from the quoted price / cost will not be acceptable.
	Corrigendum: (If any) Is to be followed as published in https://etender.sbi/portal only .
	(For and behalf of State Bank of India) Circle Head & Assistant Vice President (Civil) SBIIMS, NE Circle

Business Rule for finalization of the Tender



SBI shall finalize the tendering process of the commission to be charged for supply of contract labours through e-tendering mode. SBI has made arrangement with M/s. e-Procurement Technologies Ltd, Ahmedabad, (ETL) who shall be SBI's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized e-tendering shall be conducted by SBI, on pre-specified date, while the contractor/vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by contractor/vendors themselves. In the event of failure of their Internet connectivity (due to any reason whatsoever it may be), it is the bidders' responsibility / decision to send fax communication, immediately to ETL furnishing the price, the bidder wants to bid online, with a request to ETL to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by ETL in a readable / legible form and also the Bidder should simultaneously check up with ETL over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by ETL only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of ETL at the time of receipt of the fax message from the bidders, ETL will not be uploading the prices. It is to be noted that either SBI or ETL are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-tendering successfully. However, the contractor/vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
2. Please note that the start price of an item in online e-tendering is open to all the participating bidders. Any bidder can start bidding, in the online e-tendering, from the start price itself. Please note that the first online bid that comes in the system during the online e-tendering can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The subsequent bid that comes in to outbid the first rate will have to be lesser than the first rate by one decrement value or in multiples of the decrement value.



3. ETL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the e-tendering/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
4. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in terms of percentage (%) of commission to be charged on the wages and allowance to be paid to the contract labours.
5. **BID PRICE:** The Bidder has to quote the percentage (%) of commission to SBI on the wages and allowance to be paid to the contract labours engaged by you at SBI LHO Guwahati inclusive of all duties, freight, overhead, bidder's profit etc. GST will be paid extra as applicable for the service.
In case of more than one bidders/tenderers appearing prima facie lowest, i.e. quoting the same rate, the work will be distributed equally between such bidders/tenderers in terms of the no. of branches/offices.
6. **VALIDITY OF BIDS:** The Bid price shall be valid for a period of **six calendar months** from the date of acceptance of tender which may be extended for a further period of 6 (six) months subject to mutual agreement.

Terms & Conditions of e-tendering

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, SBI and / or ETL shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
4. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auctions site using the Login Ids and passwords given to them.



5. **OTHER TERMS & CONDITIONS:**

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI's decision on award of Contract shall be final and binding on all the Bidders.
- SBI along with ETL can decide to extend, reschedule or cancel any Auction. Any changes made by SBI and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- SBI/ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- ETL is not responsible for any damages, including consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the online event
- All the Bidders are required to submit the Agreement Form (Annexure-I) duly signed to M/s e-Procurement Technologies Pvt. Ltd, Ahmedabad before due date.



Annexure- I
Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp before faxing)

To
e-Procurement Technologies Ltd. (Procure Tiger)
A-201-208, Wall Street-II,
Opp. Orient Club, Nr. Gujarat College,
Ahmedabad-380 006,
Gujarat, India.
Tel: (079) 40016824
Fax: (079) 40016876

Date:

Sub: Agreement to the Process related Terms and Conditions for the e-tendering

Dear Sir,

This has reference to the Terms & Conditions for the e-tendering mentioned in the Tender document for **COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES OF PREMISES OF SBI BRANCHES/OFFICES/OUTFITS UNDER RBOS JORHAT, DIMAPUR & BONGAIGAON** **Vide Tender No. GUW202002024 dated 28.02.2020**

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the e-tendering and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI Group and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize ETL to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either State Bank Group or ETL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that ETL may bid on behalf of other bidders as well in case of above mentioned exigencies.



- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure II and the format as requested by SBI / ETL.
- 9) We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal

Date:

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Scan it and send this document on ankit.limbachiya@procuretiger.com and Fax at +91 - 079 - 4001 6876



GENERAL TERMS AND CONDITIONS OF CONTRACT

1. Contract period:

- a. The scope of work includes cleaning of branch/office and ATM area. The details of the area interalia includes all the staircases, terraces, lift lobby, common passage area, walls/ wall panelling, inside glass partitions, doors, chairs, workstations, cubicles, pantry/kitchen, toilets, etc. For specialized cleaning like brushing, scrubbing etc. extra manpower if required to be deployed and work to be undertaken on weekend & holidays only
- b. The contract shall be for a period of **2 (Two) year from the date of finalizing the Contract through e-tendering** and may be extended for further period at the same rate and existing terms & conditions at the sole discretion of the Bank as may be requested for by the Bank, and agreed to in writing by the contractor/vendor.
- c. The plant & machinery for cleaning and maintenance of **premises of SBI in Guwahati** will be provided by the bank. The contractor/vendor has to maintain and return the plant and machinery in good working condition & order to the satisfaction of the Bank. The skilled and unskilled manpower etc., which are necessary for carrying out the work will be supplied by the contractor/vendor and will charge commission on the wages and allowance paid to the contract labour. **However, the cleansing materials & other consumables required for cleaning and maintenance of the building will be provided by the bank.**
- d. In case of leave/absence of any of the contract labour, the contractor/vendor should make appropriate replacement of the workmen. The entire maintenance work shall be carried out to the satisfaction of the Bank.
- e. **The Bank shall have full discretion to terminate the contract at any time subject to notice of 30 days.** In such circumstances, no compensation, whatsoever, shall be payable by the Bank to the contractor/vendor.
- f. If the successful bidder fails to execute the agreement and does not take over the work within the stipulate time, the **EMD will be forfeited** and the contractor/vendor will not be allowed to participate in any tender process of the Bank in future.
- g. The work order will be issued by State Bank of India.

2. Terms of Payment

The contractor/vendor shall submit the bill for maintenance service of one calendar month for payment to the **respective branches/offices/outfits** duly certified by the authorised official from the said Department, by 5th of the following month. No advance payment shall be made under any circumstances. The contractor/vendor should submit the bill in



accordance with Minimum wages as per minimum wages Act, Bonus, EPF & ESIC, payable per contract labour basis. The bills should be submitted along with the Attendance Sheet, Wage Register, Salary Slips, EPF & ESIC Challan, ECR, and proof of deposit of EPF & ESIC and the bills shall not be paid without these documents. The contractor/vendor will charge the commission at L1 rate % (Percentage) basis as accepted by the Bank on the amount of wages & allowance payable to the contract labours. The GST as applicable for the service shall be paid by the Bank. The Leave wages will be paid as per Assam Shops & establishment Act 1971. **The contractor/vendor shall issue salary slips to the contract labours per month.**

3. **SECURITY DEPOSIT:**

(a) **Earnest Money Deposit (EMD):** The deposited amount of **Rs.37,100/- (Rupees Thirty Seven thousand One hundred only)** deposited with the Bank against empanelment will be considered as the EMD. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open for acceptance by the SBI or after it is accepted by the SBI the contractor/vendor fails to enter into a formal agreement or fails to pay the security deposit as stipulated or fails to commence the work within the stipulated time.

(b) **SECURITY DEPOSIT:** The Successful L1 contractor/vendor is required to deposit an amount equal to **1 (one) month contract value as security deposit including EMD** for due fulfillment and performance of the contract excluding the EMD amount. The Security Deposit shall be held in Term Deposit with the State Bank of India in the joint names of Bank and the contractor/vendor and the deposit receipt will be kept in the custody of the Bank. Periodical Interest accrued on the deposit may be claimed by the contractor/vendor under intimation to the Bank. The security deposit will be released to the contractor/vendor after the expiry of the contract subject to there are no defects or loss or damage caused to the bank and/or materials/articles/equipments provided to him are duly accounted for and returned to the Bank in good working condition and order by the contractor/vendor to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled. The security deposit should be deposited by the L1 contractor/vendor within 15 days from the date of acceptance of tender.

4. **RATE:**

- Rate quoted should be inclusive of all duties, freight, profit & overhead etc, excluding GST. The GST as applicable for the services shall be paid by the Bank and Bank shall not entertain any claim on these accounts or any other accounts afterwards.



- All statutory deductions including towards Income Tax or under any Local Acts, etc shall be deducted from the amount payable to the contractor/vendor.
- No price escalation of the % of commission quoted in the tender is permissible under any circumstances during the contract period.
- By accepting the work order from the Bank, the contractor/vendor shall assume all responsibility to indemnify the Bank in case of any damage or loss caused to the Bank, its building, structure, furniture or equipment or any accident or injury or harm caused to any person, due to the fault of the contractor/vendor or any of his / their employees. The Bank shall be entitled to deduct the amount of such loss or damage from the amount payable to the contractor/vendor from the monthly bills/security deposit.
- Accepted tender will be valid for a period of **SIX MONTHS (validity of bid)** from the date of acceptance of tender which may be extended for a further period of 6(six) months subject to mutual agreement.

5) OTHER TERMS AND CONDITIONS:

- a. The contractor/vendor shall obtain license under section 12 of the CL(R&A) Act 1970 by filling an application to the Registrar in Form IV of the Rules accompanied by certificate from the principal employer in Form V of the Contract labour rules before commencement of work. The fees for the same should be paid by the contractor/vendor.
- b. The contractor/vendor shall apply for renewal of license in Form VII within less than 30 days before the license expires.
- c. That the contractor/vendor shall engage fully trained and adequately experienced workmen, who are medically fit, with proven integrity. They should be free from all infectious diseases. The contractor/vendor / contractor/vendor shall ensure that workmen observe cleanliness and they are courteous, polite and prompt while rendering the services.
- d. The contractor/vendor should acquaint himself with the site conditions, rules and regulations issued by the local authorities, applicable labour laws, etc., and quote the rates accordingly. No extra charges / increase in the rate shall be considered on any account, under any circumstances.
- e. The bank shall provide all the materials and consumables required for execution of the above work and the contractor/vendor will have to collect and store the same at site at his own risk and in case of any loss or theft will have to compensate the bank for the loss.
- f. In case any permission, license or approval from any Municipal, Local authorities or any other Govt. Authorities is necessary, it will be contractor/vendor's responsibility to obtain the same at his own cost.
- g. The contractor/vendor will attend all the meetings whenever called for and the decisions taken in the meeting will be binding to the contractor/vendor.



h. In case of leave/absence of any of the contract labour, the contractor/vendor will have to make appropriate replacement of the workmen.

i. Bank will not be responsible for any loss to the contractor/vendor under any circumstances.

j. In respect of all workmen or employees directly or indirectly employed by the contractor/vendor for the performance of the works mentioned herein, the contractor/vendor shall at his own expense arrange for all the safety provision as per relevant provision of law.

k. The contractor/vendor shall have full control over workmen engaged by him, whether skilled or unskilled, and the contractor/vendor shall give necessary guidance and instructions to his employees to carry out the jobs assigned to them by him.

l. The contractor/vendor shall be responsible for the payment of wages and other dues to the contract labour employed by him directly to the bank A/c of the respective contract labour for a particular month within **7th of the subsequent month** and no other means of payment is acceptable. The payment to the contractor/vendor will be made by the bank in compliance of Minimum Wages Act and Equal Remuneration Act. The contractor/vendor will be responsible for depositing the monthly EPF, ESIC contribution paid by the bank each employee wise and the own contribution of the employees to the respective departments within due dates and shall submit the challan copy of the same to bank within 7 days of deposit. The contractor/vendor should maintain proper wage register as per the Minimum wages Act and produce before the bank when ever asked to do so.

m. The contractor/vendor shall ensure that the hours of work and other service conditions of employment of the contract labour is in consonance with all applicable laws and rules, including Contract Labour (Regulation and Abolition) Act etc. The contractor/vendor should maintain a proper Leave register of all the workmen or employee supplied by him and should update it regularly and keep proper record of leave availed by the employee or workmen supplied by the tendered in compliance with the statutory norms.

n. It will be contractor/vendor's responsibility to ensure that each obligation under this contract is duly performed and observed.

o. The contractor/vendor shall be responsible for any loss caused due to theft/pilferage/damage to the Bank's property including the fittings, fixtures, furniture or other equipment, entrusted in his charge or any property belonging to the Bank's staff / guest / customers when such a loss / damage is, in the Bank's opinion, caused due to negligence or carelessness or any fault on contractor/vendor's part or that of his supervisor or any of the contractor/vendor's labourers and the contractor/vendor shall be liable to pay to the Bank such amount in respect of such damages /losses as may be assessed by the Bank. Further, the contractor/vendor shall personally be responsible for good conduct and satisfactory antecedents of the contract labour employed by contractor/vendor.

p. The Bank will not be responsible for compensations or otherwise for any injury/death caused to any of the contract labour/workmen of the contractor/vendor while executing the work



under this tender.

q. The contractor/vendor shall not permit any of his employees to use any area of the premises / building for residential or any other purposes.

r. The contractor/vendor shall be liable to comply with all applicable laws, 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.

s. The contractor/vendor shall bind himself / it's executor or administrator or successors and shall indemnify and hold harmless 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 the contractor/vendor in respect of violation of any of the provisions of Laws/Acts/Rules or regulations having the force of law or any award or decision by any competent tribunal, court of authority in respect of the workmen or any one, employed/engaged by the contractor/vendor in connection with this contract.

t. The contractor/vendor shall be responsible for all the claims for its workmen and the said workmen of the contractor/vendor shall not make any claims whatsoever against the Bank. The contractor/vendor's workmen will not have any right whatsoever to get absorbed in the Bank.

u. The contractor/vendor shall provide weekly off/holidays to his workmen as per labour laws, but it will be his responsibility to ensure that the work is completed within time stipulated in the work order from the Bank, without any delay at all.

aa. The Bank shall make statutory deductions at source as applicable.

bb. No child labor shall be employed by the contractor/vendor to carry out any of the works/services covered by this tender.

cc. The near relatives of employee or employees of the Bank are prohibited from participation in this tender. The contractor/vendor shall have to submit an undertaking to the effect that his/their no near relative or relatives is/are employee(s) of the Bank.

dd. The contractor/vendor shall be entirely responsible for any mis-happening, accident to his worker while performing duty and shall have no claim/binding on Bank with respect to any compensation/monetary benefits etc., whatsoever.

ee. The contractor/vendor shall make arrangements to identify each of his workmen at the security point while entering the premises before resuming work and while departure after completing each day's work. However, they are liable to be checked at any time during their work and anywhere within the premises by the Security. The Security personnel of the Bank are authorized to check the belongings of the workmen while entering and leaving the office premises for security reasons. The contractor/vendor shall issue identity card to their workmen & Supervisor.



ff. If the contractor/vendor fails or neglects to observe or perform the terms and conditions of the agreement or any of them, the Bank may: -

- i. Hold the contractor/vendor liable for all losses or damages occasioned to the Bank by such failure or neglect.
- ii. Hold the contractor/vendor liable to pay damages and compensation for loss and inconvenience caused by dislocation of services.
- iii. In case it is felt by the Bank that any workman is not suitable for carrying out the work inside the premises, then such workman is to be replaced immediately by the contractor/vendor.

gg. If Bank requires additional contact labours/workmen for housekeeping & maintenance for any of its offices/branches in respective Regional Business Offices (RBOs), then bank may at its discretion can issue requisition for the work to the same contractor/vendor and the contractor/vendor is liable to provide the same.

hh. In addition to all the terms and conditions mentioned above, the terms and conditions of the Technical bid (for pre-qualification) will remain binding on the contractor/vendor.

ii. The security deposit shall be released to the contractor/vendor after successful completion of the contract subject to there are no defects or loss or damages caused to the Bank and/or materials/articles/equipment provided to him are duly accounted for and returned to the Bank in good working order and condition by the contractor/vendor to the satisfaction of the Bank and all dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled. In case the contractor/vendor fails to pay the monthly wages of the contract labourmen, the same shall be paid by the bank to the contract labourmen from the security deposit.

jj. The disputes relating to the meaning of the specifications of the house keeping work or as to any questions, claim, right, matter or thing whatsoever and any way arising out of or relating to the contract, specifications, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising after the cancellation, termination, completion shall be dealt with as mentioned hereinafter.

The contractor/vendor shall forthwith give notice in writing of his claim or dispute to the respective Regional Business Offices (RBO) within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor/vendor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor/vendor unless notice of such claim shall have been given by the contractor/vendor to the Regional Manager of respective RBOs in the manner and within the time as aforesaid. The contractor/vendor shall be deemed to have



waived and extinguished all his rights in respect of any claim not notified to the **Regional Manager of respective RBOs** in writing in the manner and within the time aforesaid.

6) STATUTORY OBLIGATIONS:

- a. The contractor/vendor shall fully comply with all the applicable laws, rules and regulations relating to Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (R&A) Central Rules 1971, Provident Funds Act including the payment of P.F. contribution, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI Act, Migrant Labour Act and / or such other Act or laws or regulations passed by the Central, State, Municipal and Local Government agency or authority including TDS as per I.T. Act, applicable from time to time. Non-compliance of any of the statutory norms will be viewed very seriously. The security deposit deposited with the Bank by the contractor/vendor which is equal to 2 (Two) times of the monthly billing amount will be forfeited and further payment of the monthly bill to the contractor/vendor will be stopped and the contact agreement will be treated as cancelled and the Bank will engage the service of the other service provider at its discretion.
- b. The contractor/vendor shall be responsible to register himself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under and the / contractor/vendor 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 contractor/vendor shall indemnify the Bank against the penalties/claims or for any default on his part.
- c. The contractor/vendor shall be responsible for proper maintenance of all Registers, Records and counts so far as these relate to the compliance of any statutory provision/obligations. The / contractor/vendor shall be responsible for maintaining record pertaining to payment of wages Act and also for depositing the PF Contributions, ESIC with authorities concerned.
- d. The contractor/vendor shall make regular and full payment of labour charges, wages and other payments as per labour laws especially under Minimum Wages Act and Payment of Wages Act to his workmen deputed for the work directly to the savings bank A/c of the workmen and no other mode of payment is acceptable and furnish necessary information as and when asked.
- e. In case of labour unrest/disputes arising out of non-implementation of any law, the responsibility shall solely lie with the contractor/vendor and he shall remove / resolve the same satisfactorily at his cost and risk. The contractor/vendor will abide by rules, regulations, bye-laws and statutes etc. for executing for his job.
- f. The contractor/vendor shall at all times indemnify and keep indemnified the Bank and its Officers, servants and agents from and against all third party claims, whatsoever including



not limited to property loss and damage, personal accident, injury or death of person of any sub-contractor/vendor or the servants of agents of the contractor/vendor, any sub-contractor/vendor(s) and/ or the owner. The contractor/vendor shall be at his own cost and initiative at all times maintain all liabilities under workman's Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or their industrial legislation from time to time in force.

7) TERMINATION:

- ii. The Bank reserves the right to terminate the contract any time during the pendency of the contract on failure by the contractor/vendor to adhere to the conditions herein above indicated or agreed in the contract. Such termination will be communicated in writing to the contractor/vendor and any work affected beyond date of termination of the contract shall not be measured and paid for.
- iii. In case the Bank decides to terminate the contract, it shall do so by giving 30 days notice.
- iv. The contractor/vendor may, after giving 3 (three) months' notice to the Bank terminate the contract, if he so desires at any time during the course of the currency of this agreement.
- v. If the performance of the contractor/vendor is found to be unsatisfactory, the Bank reserves the right to cancel in part or whole the contract and get the work executed through alternative means at the entire risk and cost of the contractor/vendor with whom the work order was first placed. In such cases, the contractor/vendor should make good all losses that the Bank may incur due to this. The Bank may proceed with legal actions if necessary.

8) AGREEMENT ON STAMP PAPER:

The selected contractor/vendor will have to enter into agreement on non-judicial stamp paper of requisite value, within 10 days from the date of the award of the contract to him, and all the costs with respect to the same shall be borne by the / contractor/vendor.

9) SPECIAL CONDITIONS OF CONTRACT

- 1. Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserves the right to reject the bid, if bid is not submitted in proper format as per tender.
- 2. **Clarifications of Bids:** To assist in the examination, evaluation and comparison of bids, the Bank may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

Annexure II



To,
e-Procurement Technologies Ltd. (ProcureTiger)
A-201- 208, Wall Street-II,
Opp. Orient Club, Nr. Gujarat College,
Ahmedabad-380 006,
Gujarat, India.
Tel: (079) 40016824
Fax: (079) 40016876

Sub: COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES OF PREMISES
OF SBI BRANCHES/OFFICES/OUTFITS UNDER RBOs JORHAT, DIMAPUR &
BONGAIGAON

Ref : 1 _____
2. e-tendering **G UW202002024 dated 28.02.2020** Our Offer No. _____ dated.

Dear Sir,

We confirm that we have quoted.

1. -----

(Commission quoted on Total cost to SBI)

as our final prices during the e-tendering conducted today.
The item wise details are appended herewith in Annexure III.

Thanking you and looking forward to the valuable order from SBI.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal: