



P&E/2023-24/Tender/127 dated 18.03. 2024

TENDER DOCUMENT

**STATE BANK OF INDIA
LOCAL HEAD OFFICE, GUWAHATI
PREMISES & ESTATE DEPARTMENT
GUWAHATI, ASSAM.**

INVITES TENDERS
(e-TENDER THROUGH SBI SERVICE PROVIDER
(M/S e-PROCUREMENT TECHNOLOGIES PVT. LTD., AHMEDABAD)

Sl. No.	Description	
(a)	Tender ID	P&E/2023-24/Tender/127 dated 18.03. 2024
(b)	Tender Name	<u>COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR SPLIT AND TOWER AIR CONDITIONERS OF VARIOUS MAKE AND VARIOUS TONAGE INSTALLED AT LHO, OTC BHANGAGARH, VIP GUEST HOUSE, PANJABARI GUEST HOSE, BANK'S HOUSE AND DESIGNATED GM'S HOUSE AT GUWAHATI FOR A PERIOD OF TWO YEARS</u>
(c)	Ending Date & Time for TECHNICAL BID	22.03.2024 upto 11:00 AM

The Contractors who are in the list of approved empanelled contractors finalised in January ,2023 by SBI, Local Head Office, Guwahati (North Eastern Circle) for the 5

categories of work

i.e. Category-I, II,III IV & V

under **AIR CONDITIONERS WORKS**

are only eligible to participate in this **E-Tender**.

Note: The Contractors should possess **valid digital signature** for participating in this E-tendering Process.

**ASSISTANT GENERAL MANAGER
Premises & Estate Department
3rd Floor, SBI Guwahati LHO Building,
P.O. Assam Sachivalaya,
Dispur-781006**

NOTICE INVITING TENDERS

STATE BANK OF INDIA, LOCAL HEAD OFFICE, GUWAHATI (hereinafter referred to as **SBI**) invites online Tenders from the Contractors/Vendors who are in the list of approved empanelled contractors/vendors as mentioned in attached Tender document.

1.	Name & location of Work	:	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR SPLIT AND TOWER AIR CONDITIONERS OF VARIOUS MAKE AND VARIOUS TONAGE INSTALLED AT LHO, OTC BHANGAGARH, VIP GUEST HOUSE, PANJABARI GUEST HOSE, BANK'S HOUSE AND DESIGNATED GM'S HOUSE AT GUWAHATI FOR A PERIOD OF TWO YEARS.
2.	Availability of tender documents	:	Tender documents will be issued to the eligible contractors by the service provider M/S e-PROCUREMENT TECHNOLOGIES PVT. LTD., AHMEDABAD and also can be downloaded from the Bank's website www.sbi.co.in under section 'Procurement news'.
3.	Technical Bid	:	<p>The Technical Bid containing the following Documents should be submitted in a sealed envelope addressed to the Premises & Estate Department , SBI Local Head Office Building, 3rd Floor, 'A' Block, P.O. Assam Sachivalaya, Dispur, Guwahati-781006, Assam or may be e-mailed the following Technical Documents to the e-mail ID agmpne.lhoguw@sbi.co.in on or before 22.03.2024 up to 11:00 AM :-</p> <p>i) <u>Earnest Money Deposit (EMD):- Nil</u></p> <p>ii) <u>The Process Compliance Form as at Annexure-I</u> 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 failed to submit any of the above mentioned documents, will be disqualified in Technical Bid and will not be allowed to participate in the e-Tender for Price Bid. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in e-Tendering Process.</p>
4.	Initial Security Deposit	:	2% of total amount calculated for a period of 2 years as per the quoted monthly rate by the successful bidder.

5.	Price Bid	:	<p>The Lowest Bidder will be finalized from the Price Bid submitted by the Contractors through on-line Price Bid on Item rate system (The details of the tendering process are indicated in "BUSINESS RULES FOR e-TENDERING". The Details of the events is as under:-</p> <p>i) Submission of On-Line Price Bid : On 22.03.2024 from 1:00 PM up to 03:00 PM.</p>
5.	Opening of Price Bid	:	After completion of the e-Tendering process and L1 Bidder will be informed for their confirmation of the quoted L1 Price.
6.	Validity of Tenders	:	For a period of 90 days from the date of opening of Price Bid.
7.	Commencement of the work	:	The date of commencement of the work will be from 01.04.2024 and ending date will be 31.03.2026
11.	Deduction of Income Tax and GST	:	<p>A) TDS on Income Tax/GST will be deducted at source as per Govt. Guidelines.</p> <p>B) The contractor should comply with the following;</p> <p>i. Contractor 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 should submit fresh invoice for payment</p> <p>iv. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor.</p>
12.	Terms & mode of payment	:	<p><u>i) No advance Bill payment will be paid.</u></p> <p>ii) Statutory deductions will be made as applicable.</p> <p>iii) The contractor should furnish details of the Bank, A/c no, IFSC code etc.</p>
16.	Contact details for any clarification	:	<p>Premises & Estate Department ,3rd Floor, SBI, LHO Building, Guwahati, Dispur-781006, Mobile No: 9020920987</p>
17.	Contact details for any e-Tender related queries	:	<p>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</p>



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		<p>Tel.:- PH. NOS. : +91 79-40016837/ 835 / 886 / 887 / 802 / 852 / 865 / 800, Fax:- 91 - 079 – 40016876.</p> <p>You are requested to contract the agency for further guidance on e-tendering process.</p>
	Notes:	
a)	All Bidders are informed that, price bidding for the work will be through e-tendering method. The bill of quantity of tender i.e "Price Bid" is to be submitted online on e-tendering portal. Work Order will be placed on the basis of closing L1 price by bidders in the "Price Bid.	
b)	The Bidders 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 bids not substantially responsive to the Tender Documents in every respect will be at the Bidders risk and shall result in rejection of the Tender.	
c)	In case the date of submission of Technical Bid, Online 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.	
d)	SBI reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.	
e)	The Bidders are strongly advised to visit the site before submitting their Price Bid to make the work complete in all respects within the stipulated completion time.	
f)	Corrigendum: (If any) is to be followed as published in https://etender.sbi/ portal.	
	<p>(For and on behalf of State Bank of India)</p> <p>Assistant General Manager Premises & Estate Department 3rd Floor,A Block , Local Head Office,Guwahati</p>	



Name of Work / Project:-

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR SPLIT AND TOWER AIR CONDITIONERS
OF VARIOUS MAKE AND VARIOUS TONAGE INSTALLED AT LHO, OTC BHANGAGARH, VIP GUEST
HOUSE, PANJABARI GUEST HOUSE, BANK'S HOUSE AND DESIGNATED GM'S HOUSE AT GUWAHATI
FOR A PERIOD OF TWO YEARS**

BUYER NAME	State Bank of India
E-TENDERING TO BE CONDUCTED BY	SBI Service Provider: M/s e-Procurement Technologies Ltd. (Procure Tiger) A- 201, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmadabad - 380 006. Gujarat State, India Tel.:- PH. NOS. : +91 79-40016837/ 835 / 886 / 887 / 802 / 852 / 865 / 800, Fax:- 91 - 079 – 40016876.
DATE & TIME OF ON-LINE PRICE BID	22.03.2023 from 01:00 PM to 03:00 PM. in e-Tendering Website : https://sbi.abcpocure.com



Type & Procedure of On-line Price Bid :-

The On-line Price Bid e-tendering will be conducted on the basis of "**Item Rate System**" by adopting the following broad process flow as under :-

1. For the proposed e-tendering process, already empanelled vendors for the said purpose who fulfil all the terms and conditions including deposit the earnest money(EMD) and submission of dully filled Process Compliance Form as per Annexure-I only shall be eligible to participate in e-tendering process.
2. SBI will engage the services of a service provider **M/s e-Procurement Technologies Pvt. Ltd, Ahmedabad (ETL)** who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. Business rules like event date, time, etc. also will be communicated through service provider for compliance.
4. E-tendering process will be conducted on schedule date & time.
5. The lowest bidder has to confirm their quoted L1 price duly signed filled-in prescribed format as provided to SBI through e-mail ID agmpne.lhogu@sbilco.in within 24 hours of completion of auction.
6. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with SBI as per prevailing procedure.
7. Business rules , tender details, event date, time etc. will be communicated through service provider for compliance in addition to uploading the same in Bank's website.



Terms & Conditions of E-Tendering Process

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 executed the work, SBI and / or ETL shall take action as appropriate.

3. E-TENDERING TYPE: a) Online Sealed Price Bid.

4. E-TENDERING WINNER: At the end of the Price Bid, who quoted the lowest Grand Total Price (L1 Price) as mentioned above in "**Type of On-line Price Bid**" will be the winner.

5. GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the e-Tendering site using the Login Ids and passwords given to them.

6. 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 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 E-Tender. 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.
- 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 signature certificate well in advance to participate in the online event.**



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Annexure- I

Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp and send the scanned copy to Premises & Estate Department, LHO Guwahati through e-mail ID agmpne.lhoguw@sbi.co.in)

To

Date:

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) 40016837 / 835
Fax: (079) 40016876

Sub: COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR SPLIT AND TOWER AIR
CONDITIONERS OF VARIOUS MAKE AND VARIOUS TONAGE INSTALLED AT LHO, OTC
BHANGAGARH, VIP GUEST HOUSE, PANJABARI GUEST HOSE, BANK'S HOUSE AND DESIGNATED
GM'S HOUSE AT GUWAHATI FOR A PERIOD OF TWO YEARS

Agreement to the Process related Terms and Conditions for the e-Tender.

Dear Sir,

This has reference to all the Terms & Conditions of the captioned tender.

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the all the terms & conditions specified in this tender, Commercial Terms and the Business rules governing the e-Tendering Process 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 E-Tendering tool and have understood the functionality of the same thoroughly.
4. We confirm that SBI 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 E-Tendering event.
5. We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
6. We also confirm that we will send the e-mail the price confirmation of our quoted price as per Annexure II and the format as requested by SBI/ ETL.
7. We, hereby confirm that we will honour the Bids placed by us during the e-Tendering process.
8. **I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We will quote our price in the E-Tendering.**

With regards

Signature with company seal

Date:

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and sent this document on birva@procuretiger.com / hemanga@procuretiger.com/

agmpne.lhoguw@gmail.com

General Instructions to the Tenderers

1. No Tender will be accepted after scheduled time and date.
2. The contractor should quote their rates inclusive of all taxes/duties/levies (i.e. Commercial Tax, Education Cess, TDS etc. as applicable to a contractor and are subject to deduction at source by the bank from bills/dues) including wastage, transportation of material to the aforesaid work site, etc(**except for GST**).
- 3 The tender should remain valid for acceptance by the Bank for a minimum period of 90 days from the date its opening, which period may be extended by mutual agreement and tenderer shall not cancel or withdraw the tender during this period.
4. No advice for any change in rate or conditions after the opening of the tender will be entertained.
5. Time is the essence of this contract. The contractor whose tender is accepted shall take up the work on hand immediately from the date of receipt of written work order.
6. The Bank does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so.
7. The contractors are requested to acquaint themselves with the site conditions, terms& conditions, schedule of items and technical specifications of the tender and should seek requisite clarifications, if required, from this office before quoting the rates.
8. The contractor has to obtain approval of materials/samples from the Bank prior to its Procurement and use in the work.
9. In case contractor fails to undertake the work at site within 7 days from the date of issue of work order, the Bank reserve the rights to entrust the work to any other contractor at its discretion and earnest money deposit of defaulter contractor will be forfeited.
- 10.The contractor should quote reasonable and workable rates for individual items. Wherever necessary, contractor, on demand, has to submit rate analysis of desired items within stipulated period.
11. The contractors quoting abnormally low/erratic rates may be asked to submit performance guarantee in the form of Bank Guarantee of suitable amount decided by the Bank, before award of work. The minimum amount of said Bank Guarantee shall be equal to the difference in tender amount quoted by the contractor and the estimated cost assessed by the Bank. Alternatively, the contractor may choose to deposit the said amount in the form of STDR/FDR in favor of **Assistant General Manager (P&E), State Bank of India, LHO, Guwahati**. This Bank Guarantee/STDR/FDR will be treated as an additional security deposit



(ASD) for due fulfillment of contract and will be retained by the Bank for entire completion period of the project. The contractor shall undertake not to cancel/withdraw the said Bank Guarantee/STDR/FDR during currency of contract. In case contractor fails to undertake the job within stipulated time or leave the same incomplete or carryout substandard work, the Bank will be at liberty to forfeit the initial security deposit/EMD and additional security deposit by invoking Bank Guarantee / en-cashing STDR/FDR.

12. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the prior written consent of the Bank.

13. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract of work and acquaint himself with all local conditions, means of access to the work, nature of work and all matters appertaining thereto.

14. The rates quoted by the contractor shall be firm & fix and no variation will be allowed in individual rates on any account. The rate quoted should be inclusive of all taxes(**Except GST**), duties, levies imposed by the Central or State Govt. or local administration and as applicable or become applicable during the completion period.

15. The contractor shall strictly comply with the provisions of safety code as per **BIScode** and **CPWD guidelines**.

16. The Contractor shall strictly comply with the provisions of contract labour acts or any other act pertaining to the contract labor that may be in force or that may be introduced during the currency of contract. Compliance of such acts now or subsequently will be at the contractor's cost.

17. The contractor should pay not less than the minimum wages and other statutory payments which contractor has to make the employees engaged by them for executing the work. The contractor shall be solely liable and responsible for payment of minimum Wages as per the Minimum Wages Act, 1948 and all other applicable statutory payments to the employees engaged by them, during the contract period. Any legal case/ expenses/penalty arising out of violation of any provisions of Minimum Wages Act or any other act, rules or regulations shall be at the cost of contractor only and the bank shall not be responsible for the same.

18. Conditional Tenders are liable for rejection.

19. If in the opinion of the Bank the rates quoted by any contractor are found unworkable keeping in view the specifications proposed and workmanship expected, the Bank may choose to reject such tenders within its sole



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discretion and without any notice to the contractors. Moreover, no claim/correspondence will be entertained by the Bank in such cases.

20. The Bank may choose to split up the entire scope of work amongst any number of parties within its sole discretion irrespective of the lowest rates.

21. The contractor should maintain at site all mandatory registers including complaint book in triplicate, meter reading register, material register etc. as directed.

22. The Contractor has to engage reliable skilled workers and shall follow all labour laws and acts and shall go in for insurance for all risks at his own cost. On completion of work rubbish etc. shall be removed from the site/premises as directed. The successful tenderer shall have to take necessary insurance coverage for his workmen and keep Bank indemnified against risk. Copy of such insurance premium receipt shall be submitted to the Bank before the release of first payment.

23. The maintenance contract will be valid for 2(two) year from the date of commence of work or date of execution of agreement whichever is earlier. However, the contract can be terminated by the either party any time by giving one months' notice.



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COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR SPLIT AND TOWER AIR CONDITIONERS OF VARIOUS MAKE AND VARIOUS TONAGE INSTALLED AT LHO, OTC BHANGAGARH, VIP GUEST HOUSE, PANJABARI GUEST HOUSE, BANK'S HOUSE AND DESIGNATED GM'S HOUSE AT GUWAHATI FOR A PERIOD OF TWO YEARS

SPECIAL TERMS & CONDITIONS:

Approval of Bank's Electrical Engineer shall be obtained before deployment of personnel. Persons found unsuitable by Bank's Electrical Engineer shall be promptly replaced, on-being so advised by Bank's Engineer.

The contractor will provide weekly off / holidays to his personnel as per applicable laws/ labour laws but it will be his responsibility to ensure uninterrupted services on all days.

The successful tenderer shall take necessary license from the Asst. Labour Commissioner and comply with the Central Labour Act 1970.

1. The AMC charges per unit per year will be paid for quarterly services in a year apart from any number of breakdown calls with a response period of 3 hours on receipt of complaint.
2. If the technician is not visiting the site on daily basis during months or in the absence of the technician, a penalty of ₹200.00 per day to be levied. And same will be recovered/ adjusted in quarterly payment.
3. Failure to repair/service the equipment in question within 8 hours for minor & 3 days for major repairs without justifiable reason or to return the repaired machine within two days at the maximum may attract proportionate deduction. In case of any delay beyond 8 hours for minor & 3 days for major repair works, supplier has to arrange standby AC. If fails to arrange standby AC, penalty will be imposed @ 1% of the contract value per day of delay of the particular quarter.
4. If the work is found unsatisfactory or if the firm dishonors the contract, the job will be entrusted to any other firm /party at the risk/expense of the contractor.
5. The amount of AMC will be paid on monthly basis after successful completion the satisfactory service during the quarter of service.
6. The successful bidder has to rectify the faults due to rat bites free of cost.
7. Successful bidder has to handover all the ACs in good running condition before expiring of AMC contract.
8. The successful bidder has to rectify the faulty condenser, or coil free of cost.



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9. The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty, registration etc. of this agreement and/or any other documents/agreements, which are required to be executed.
10. All necessary tools like vacuum pump, drilling machines, pliers, pressure gauge and other essential tools for effective maintenance of the ACs equipments shall be provided by the contractor.
11. The contractor / firm shall be held responsible for any misdeeds / misbehavior of their employees within the premises.
- 12. Successful bidder has make arrangement for one skilled certified technician from reputed training institute which is acceptable to the SBI and having minimum two years' experience at site from 09.00AM to 5.00 PM during the contract period. The contractor must always be available at request and in case of emergency complaints or as and when directed during Holidays.**
13. The bidder should take third party insurance coverage and adequate insurance coverage to the workers for life and limb.
14. The contractor will have to maintain all types of records for consumption & receipt of material, complaint book, Work completion report signed by the Concerned department etc. as directed by the Bank from time to time and other instructions from the Bank in this regard.
15. The contractor shall be responsible for any loss due to theft/pilferage and/or damage to the Bank's property, when such damage is/in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the contractor or his workmen/employees engaged for the services. The contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.
16. The contractor shall be responsible for any loss due to theft/pilferage and/or damage to the Bank's property, when such damage is/in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the contractor or his workmen/employees engaged for the services. The contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.

ACCIDENTS/INSURANCE:

The contractor will be responsible to bear payments of compensation (under Workmen's Compensation Act or if any, other such similar Laws for the time being in force & amended from time to time by Govt.), in the

event of loss of life of any person(s) or any injury or of any physical hazard of any nature, whatsoever and howsoever described, to his workers or to the third party or to any residents or their dependents, friends, relatives by any or all acts of commissions or omissions of the contractor himself or of any persons working under him or claiming through him to be his agent during the governing of this agreement. The contractor takes out adequate insurance cover at his cost.

In case of any happens during the operation and maintenance of the equipment leading to injuries/damages/disablement/death to human beings, the contractor shall be solely liable and responsible to settle the claims arising out of such accident and shall also indemnify the Bank against all claims, actions, loss, damages, costs, Charges, expenses (including legal expenses) which the Bank may suffer or incur on account of such accident.

The Bank will not be liable or responsible financially or otherwise for any injury/disablement/death caused to any personnel of the contractor while executing the work under this Tender. The contractor shall obtain adequate insurance policy in respect of his workmen engaged for the Work, towards meeting the liability of compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.

The Contractor will be responsible to maintain the registers etc. for his labourers engaged on this job, payment of wages atc. as required under the law and comply with all legal formalities for the purpose of entering into such contract.

11. **SAFETY CODE:**

Contractor shall be responsible to observe Safety Code as per the annexure-1.

12. **INCOME TAX AT SOURCE:**

Income Tax of the certified amount of the bill will be recovered as per Government Instructions for crediting to Govt. account and tax deduction certificates for the same will be issued to the contractor in due course.

13. **PENALTY:**

In case of contractor's failure to comply with provisions of the agreement or rendering unsatisfactory services including abnormal delay in attending the complaints, the bank will be at liberty to get such work done from any other agency at the risk and cost of the Contractor including imposition of suitable penalty and the cost thereof shall be recovered by the Bank from their bills or any other dues including security deposit / retention money etc. whatsoever.

14. The security deposit may be forfeited at the discretion of the bank in case the work is not carried out to the entire satisfaction of Bank.
15. The Bank may at its discretion (but is not bound to) renew the contract for a further period of one year subject to such terms & conditions as may be stipulated in this behalf by the bank and satisfactory performance.
16. The contractor should sign all the documents, papers in duplicate in token of acceptance of all the terms & conditions & all the annexure enclosed hereto.
17. The contractor should submit ownership/partnership letter along with the signed agreement.
18. The contractor shall, while maintaining or repairing the electrical works at the aforesaid Local Head Office use the aforesaid premises only for the aforesaid maintenance & repair purposes and not for any other purposes. Any violation or breach of this condition shall make the contractor liable for all the losses and or damage suffered or may be suffered by the bank in addition to monetary liability for all the consequences, besides forfeiture of his security deposit.
19. The contractor shall keep all the electrical installations of whatsoever nature in good, substantial and proper working order & condition while carrying out the maintenance & repairs operations of the aforesaid works & shall not cause any damage or destruction to the aforesaid fixtures & fittings & material & the contractor expressly undertake to keep the bank indemnified and pay all the costs charges or expenses of whatsoever nature immediately on demand by the bank.

20. That the awarding of the maintenance & repair contract for the aforesaid works being personal in nature, the contractor shall not assign or subcontract or grant any license in respect of the aforesaid works to any person whosoever without the knowledge & prior written permission of the bank or part with the possession of any space / material given to him by the Bank & the Bank will be at liberty to terminate this agreement upon notice of such violations or irregularities by the contractor.
21. The contractor shall not do or permit to be done any action whether by way of commissions or omissions whereby the value of the materials supplied to him or the electrical installations fitting & fixtures in the aforesaid complex is/are deteriorated diminished nor do or permit to be done any act of waste, pilferage or do permit to be done anything in the aforesaid Premises whereby the Bank is made to incur any liability or responsibility to Municipal, GMC, Electrical & other local safety authorities.
22. In the event of the contractor failing to undertake or carryout the aforesaid maintenance/repair works or absconds during the currency of this agreement with or without any material supplied to him or leaves without payment to his labourers of the wages, compensation, remunerations & any other money payable to any of the labourers, the Bank shall be entitled to forfeit the security deposit furnished by the contractor without assigning any reason & without incurring any liability whatsoever to the labourers. The powers conferred under this clause on the bank is in addition to & without prejudice to any other power or right or remedy which the bank may have against the contractor under the law, time being in-force in this behalf.
23. The contractor specifically agree for the safe custody & storage of the various materials supplied to him by the bank, if any and shall indemnify the bank for all the losses in the event of any theft, robbery, fire or civic disturbances & will not allow any free access to any person who is not acceptable to the bank.
24. The workers including supervisor shall wear uniform (printed company's name) and identity card issued by the security officer of the Bank during duty time.
25. If awarded, the contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In



case of breach of these conditions, the Bank may serve a notice in writing on the contractor rescinding the contract.

26. The successful bidder/contractor shall:-

a. Ensure that he/she deploys only adult, trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the maintenance works.

b. Be responsible for and arrange to bear costs of such equipment's, materials and other paraphernalia as Bank considers necessary for effectively rendering the services required by the Bank

c. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons employed by him/her for the purposes for rendering the services required by the Bank under this tender. Written records for having made these payments will be submitted to the Bank, at monthly intervals, for its verification.

d. Maintain neatly, completely and legibly registers, records, reports and submit for inspection by various authorities at short notice.

e. Ensure that his/her employees, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the contractor and /or his employees have observed the same.

f. Personally and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of his/her employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank.

g. Ensure that no employee of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractors obligations.

h. Be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.

i. Supply identity cards to his/her employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card for all the times they are working in Bank's premises.



ii. Provide distinct uniform's to his/her employees or agents different from the Bank's employees. The uniform should have 'electrician' stitched or embroidered on the jacket/shirt and also logo of the contractor's firm/company and shall be kept neat, tidy and in a wearable condition.

iii. Obtain police verification of all his/her employees or agents.

27. The quoted service charges shall also include insurance charges, Work contract tax, sales tax, service tax, excise duty, octroi and any other tax and duty or other levy whether existing or future, levied by the central government or any State or local authority if applicable**(except GST)**.

28. All tools and machinery required for routine/preventive maintenance work shall be provided by the contractor. No extra payment will be made for the same.

29. In the event of termination of the contract for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

30 The contractor shall ensure payment of minimum wages to the workmen employed by him/them shall maintain a register of wages and shall issue a wage slip to every workman employed by him/them and obtain their signature or thumb impression on the wage slips in the presence of the Bank's authorized officer assigned for this work. A copy of such wage slip shall be submitted to the Bank after every payment to the workmen.

31. The contractor shall indemnify against all losses and claims, damages or compensation for breach of any provisions of the payment of wages act, 1936, Minimum Wages act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.

32. The contract could be considered for renewal further on same terms and conditions provided the Bank finds the services of the contractor satisfactory and if Bank desires so. The decision of the Bank in this regard will be final.



P&E/2023-24/Tender/127 dated 18.03. 2024

33. The contractor will have to arrange all types of tools, tackles and instruments to carry out the above works at their cost.

34. The contractor will have to carry out the necessary repairs even during night hours also.

(Please note that no residential accommodation shall be provided by the Bank.)

Yours faithfully

ASST. GENERAL MANAGER (P & E)

ANNEXURE-1**SAFETY CODE**

1. The contractor shall maintain in a readily & easily accessible place first-aid appliances including adequate supply of sterilized dressings and cotton wool.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be more than 6 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder. Safety belt should be used during working on external surface of the building, terrace, overhead tanks and electrical poles etc.
5. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person(s) or materials by providing suitable fencing or railing minimum height of which shall be one meter.
6. No floor roof or other parts of the structure shall be loaded with rubbish or materials as to render it unsafe.
7. Suitable face masks / helmets should be supplied for use by the workers when the paint is applied in the form of spray. Surface having lead paint be dry rubbed and scrapped.
8. Ropes used in hoisting or lowering material or as a means of suspension should be of durable quality, adequate strength and free from defects.
9. The contractor will ensure that all types of safety measures as advised by Government from time to time are taken care of during the performance of work.

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR SPLIT AND TOWER AIR CONDITIONERS OF VARIOUS MAKE AND VARIOUS TONAGE INSTALLED AT LHO, OTC BHANGAGARH, VIP GUEST HOUSE, PANJABARI GUEST HOSE, BANK'S HOUSE AND DESIGNATED GM'S HOUSE AT GUWAHATI FOR A PERIOD OF TWO YEARS

SCOPE OF WORK :-

1. ACs (Split/ Cassette/tOWER/ Inverter Split ACS). The Scope of work includes Repairs /of Compressor, Repair/Replacement of Fan motors, Repair/ Replacement of Electrical parts, Repair/Replacement of condenser coil and Evaporator coil, Gas charging required during the service. All replaced parts make shall be of their respective brands. All the complaints to be attended during the contract period round the clock. The ACs are to be maintained or installed at various Premises.
2. Successful bidder has make arrangement for sufficient number skilled certified technician from reputed training institute which is acceptable to the SBI and having minimum two years' experience at site from 09.00AM to 5.00 PM during the contract period at LHO premises. The contractor must always be available at request and in case of emergency complaints or as and when directed during Holidays.
3. The scope of work includes dismantling and re-installation of Air Conditioning within the premises. However additional copper pipe if required for re-installation of Air-Conditioner shall be paid as per actual.

Proforma of Agreement

This agreement for

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR SPLIT AND TOWER AIR CONDITIONERS OF VARIOUS MAKE AND VARIOUS TONAGE INSTALLED AT LHO, OTC BHANGAGARH, VIP GUEST HOUSE, PANJABARI GUEST HOSE, BANK'S HOUSE AND DESIGNATED GM'S HOUSE AT GUWAHATI FOR A PERIOD OF TWO YEARS

(hereinafter '**the Agreement**') made on day of 20____.

Between

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at Guwahati and a Branch Office at Guwahati / through its Regional Business Office/ Department at Region-I, Guwahati hereinafter referred to as "**the Bank**" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part

And

.....and principal place of business at hereinafter referred to as "**Service Provider**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

*The Bank and the Service Provider are sometimes individually referred to as a "**Party**" and collectively as "**Parties**" throughout this Agreement, and the words Party and Parties shall be construed accordingly.*

RECITALS

WHEREAS

1. ACs (Split/ Cassette/tOWER/ Inverter Split ACS). The Scope of work includes Repairs /of Compressor, Repair/Replacement of Fan motors, Repair/ Replacement of Electrical parts, Repair/Replacement of condenser coil and Evaporator coil, Gas charging required during the service. All replaced parts make shall be of their respective brands. All the complaints to be attended during the contract period round the clock. The ACs are to be maintained or installed at various Premises.
2. Successful bidder has make arrangement for sufficient number skilled certified technician from reputed training institute which is acceptable to the SBI and having minimum two years' experience at site from 09.00AM to 5.00 PM during the contract period at LHO premises. The contractor must always be available at request and in case of emergency complaints or as and when directed during Holidays.
3. The scope of work includes dismantling and re-installation of Air Conditioning within the premises. However additional copper pipe if required for re-installation of Air-Conditioner shall be paid as per actual.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1 DEFINITIONS & INTERPRETATIONS

- 1.1.1 **Capitalised Terms** : The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement¹:
- 1.1.2 **"Agreement"** means this agreement including all its Annexure, Schedules, Appendix and all amendments therein agreed by the Parties in writing.
- 1.1.3 As per tender terms enclosed as Annexure A, read and understood by both the parties.
- 1.1.4 **"Service"** means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Service Provider covered under the Agreement.

1.2 Interpretations:

- 1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.2.2 The singular includes the plural and vice verse.
- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexure and Appendices to this Agreement shall form part of this Agreement.

The terms vendor, tenderer and service provider wherever appearing in this agreement and its annexure in all its connotations shall be deemed to mean and refer to the service provider(second part herein) selected by the bank to undertake the task of annual maintenance contract for split and tower air conditioners of various make and various tonnage installed at LHO, OTC bhangagarh, vip guest house, panjabari guest hose, bank's house and designated gm's house at Guwahati. for a period of 2 years wef _____

A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

- 1.2.6 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.7 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

2 COMMENCEMENT & TERM

- 2.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from (**Effective Date**).
- 2.2 Contract Period :- to
- 2.3 Payment term : Quaterly Arrears.
- 2.4 Contract Value : per year (inclusive of all taxes and charges).

- 2.5 This Agreement shall be in force for a period of years, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 2.6 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.
- 2.7 All obligations arising out of this agreement shall continue to operate in spite of expiry of this agreement as per terms of tender enclosed as Annexure A.

3 SCOPE OF SERVICES:

- 3.1 The scope and nature of the work which the Service Provider has to provide to the Bank (Services) is as follows:

ACs (Split/ Cassette/tOWER/ Inverter Split ACS). The Scope of work includes Repairs /of Compressor, Repair/Replacement of Fan motors, Repair/ Replacement of Electrical parts, Repair/Replacement of condenser coil and Evaporator coil, Gas charging required during the service. All replaced parts make shall be of their respective brands. All the complaints to be attended during the contract period round the clock. The ACs are to be maintained or installed at various Premises.

Successful bidder has make arrangement for sufficient number skilled certified technician from reputed training institute which is acceptable to the SBI and having minimum two years' experience at site from 09.00AM to 5.00 PM during the contract period at LHO premises. The contractor must always be available at request and in case of emergency complaints or as and when directed during Holidays.

The scope of work includes dismantling and re-installation of Air Conditioning within the premises. However additional copper pipe if required for re-installation of Air-Conditioner shall be paid as per actual.

The contractor should pay not less than the minimum wages and other statutory payments which contractor has to make the employees engaged by them for executing the work. The contractor shall be solely liable and responsible for payment of minimum Wages as per the Minimum Wages Act, 1948 and all other applicable statutory payments to the employees engaged by them, during the contract period. Any legal case/ expenses/penalty arising out of violation of any provisions of Minimum Wages Act or any other act, rules or regulations shall be at the cost of contractor only and the bank shall not be responsible for the same.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 Each of the Parties represents and warrants in relation to itself to the other that:

- 4.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- 4.1.2 The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- 4.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.
- 4.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this agreement.
- 4.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.
- 4.2 **Additional Representation and Warranties by Service Provider.**
 - 4.2.1 The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
 - 4.2.2 The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
 - 4.2.3 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.

- 4.2.4 The services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 4.2.5 The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.
- 4.2.6 As per terms of terms of tender enclosed as Annexure A.

5 RESPONSIBILITIES OF THE BANK

- 5.1 **As per terms of tender(enclosed) as Annexure A .**

6 RESPONSIBILITIES OF THE SERVICE PROVIDER

- 6.1 **As per terms of tender(enclosed) as Annexure A .**

7 CONFIDENTIALITY

- 7.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.
- 7.2 In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:

- 7.2.1 Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.
- 7.2.2 Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.
- 7.2.3 Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the Project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.
- 7.2.4 The confidentiality obligation shall not apply to such portions of the Confidential Information (other than the Customer details/ data of the Bank) which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non confidential basis prior to the date hereof or (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information.
- 7.2.5 In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.
- 7.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential

Information in its possession or that of its representatives, provided, however, that (i) no notes, memoranda, analyses, studies or other documents prepared by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that (ii) each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

- 7.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.
- 7.3 The Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.
- 7.4 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 7.5 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.
- 7.6 The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement. Confidentiality obligations of the Service Provider in respect of any customer data/ details of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.
- 7.7 Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its

employees, agents, representatives, Sub-Contractors. Service Provider further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.

8 RELATIONSHIP BETWEEN THE PARTIES.

- 8.1 It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 8.2 Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 8.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- 8.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 8.5 All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

9 SUB-CONTRACTING

- 9.1 No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this Agreement or agreed by the Bank in writing.
- 9.2 The Service Provider agrees to obtain prior approval/consent of the Bank of the use of subcontractors by the Service Provider for any part of the Services.
- 9.3 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank should have access to such records.
- 9.4 In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.

- 9.5 Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.
- 9.6 In respect of that part of the services where chain outsourcing and sub-contractors are permitted by the Bank, the sub-contractor should have same level of obligations as that of the Service Provider and the Service Provider agrees to obtain suitable documents in this regard from the sub-contractor.

10 PENALTY

- 10.1 Any unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to Termination of the Contract for default.
- 10.2 If at any time during performance of the Contract, the Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 10.2.1 The Service Provider shall be liable to pay penalty at the rate as per tender enclosed as Annexure A.

11 FORCE MAJEURE

- 11.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 11.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 11.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless

otherwise directed by the Bank in writing, the Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 11.4 If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

12 COMPLIANCE WITH LAWS.

- 12.1 Service Provider hereby agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this agreement.
- 12.2 Service Provider shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement.
- 12.3 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.
- 12.4 Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of the Service Provider have full authority and power to execute this Agreement and bind Service Provider.

13 RIGHT TO AUDIT

- 13.1 It is agreed by and between the Parties that the Bank shall have the right to audit the Equipment and Services anytime during the term of this Agreement. All costs for such audit shall be borne by the Bank.
- 13.2 The bank shall have the right to conduct audits on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.
- 13.3 It is agreed that the Bank shall have the access to all books, records and information relevant to the Services available with the Service Provider.
- 13.4 The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of the Service Provider or the employees of the Service Provider.
- 13.5 The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.
- 13.6 The Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.
- 13.7 The service provider agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the service provider in respect of this Agreement or the Services.
- 13.8 The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.
- 13.9 The Service Provider agrees that the Complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by the Service Provider.

14 FEES, TAXES DUTIES & PAYMENTS

- 14.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.
- 14.1.1 As applicable by laws and terms of tender enclosed as per Annexure A.

- 14.2 All other taxes including service tax, duties and other charges which may levied shall be borne by the Service Provider and the Bank shall not be liable for the same.
- 14.3 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider

15 GENERAL INDEMNITY

- 15.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on Service Provider.
- 15.2 Service Provider further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- 15.3 The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise.
- 15.4 The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement, subject to the following condition(s):
- 15.4.1 The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;
- 15.4.2 The Bank shall not make any admission of claims causing prejudice to the defense of the Service Provider against such claims without the Service Provider's prior written consent.

16 TERMINATION

- 16.1 The Bank may, without prejudice to any other remedy for breach of contract by a written notice of not less than 07(seven) days sent to the Service Provider, terminate the Agreement in whole or in part:
- (a) if the Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
 - (b) if the Service Provider fails to perform any other obligation(s) under the Agreement;
 - (c) for any reasons which the Bank, at its sole discretion consider a fit and proper ground for termination of the Agreement;
 - (d) on the happening of any termination event mentioned herein above in this Agreement;
 - (e) for convenience; or
 - (f) in the interest of the Bank.
- 16.2 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities :
- 16.2.1 If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- 16.2.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- 16.2.3 If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.
- 16.2.4 If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.
- 16.2.5 If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers.

- 16.2.6 If Service Provider is owned/ controlled wholly/ partly by any other bank operating in India .
- 16.2.7 If any officer/ employee/ director of Service Provider or their relatives as defined in section 6 of the Companies Act, 1956 becomes a director of the Bank.
- 16.3 In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- 16.4 In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.
- 16.5 In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, the Service Provider shall render all reasonable assistance and help to the Bank and any new contractor engaged by the Bank for the smooth switch over and continuity of the Services or if so required by the Bank take all necessary steps to bring the Services to a close in a prompt and orderly manner.
- 16.6 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or expiration or specifically contained in the terms of the tender which is to continue for such period as contained in the terms of such tender enclosed as Annexure A:
 - (b) the obligation of confidentiality; and
 - (c) any right which a Party may have under the Application Law.

17 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.

- 17.1 The Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors of the Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.
- 17.2 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.
- 17.2.1 In the event of this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the Bank and to any new

contractor engaged by the Bank, for the smooth switch over and continuity of the Services.

- 17.2.2 In the event of failure of the Service Provider to render the Service, without prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall be liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source.

18 ARBITRATION

- 18.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall make all endeavors to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.
- 18.2 The place of arbitration shall be at Guwahati and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.
- 18.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.
- 18.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

19 GOVERNING LAW & JURISDICTION

19.1 The Agreement shall be governed and construed in accordance with the Laws of Republic of India.

19.2 The Parties agree to submit to the exclusive jurisdiction of the appropriate court in Guwahati in connection with any dispute between the Parties under the Agreement.

20 ENTIRE AGREEMENT

20.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

20.2 This Agreement comprises this Agreement and the following Appendices/Addendums/Annexure/Schedules² which shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein:

20.2.1 As per terms of tender enclosed as Annexure A

21 SEVERABILITY

21.1 If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

22 NOTICES

22.1 Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be

deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by telegram or facsimile) or seven (7) clear days after posting (if sent by post).

22.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

22.3 Address for communication to the Parties are as under:

22.3.1 To the Bank

The Asstt. General Manager,

State Bank Of India,

Premises & Estate Department,

Local Head Office, Guwahati, Assam .PIN- 781006.

22.3.2 To Service Provider

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23 MISCELLANEOUS

23.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

23.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

23.3 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

- 23.4 The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- 23.5 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.
- 23.6 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 23.7 The Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- 23.8 All plans, drawings, specifications, designs, reports and other documents prepared by the Service Provider in the execution of the Agreement shall become and remain the property of the Bank, and before termination or expiration of this Agreement the Service Provider shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to the Bank.
- 23.9 The Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India

Service Provider

By:

By:

Name:

Name:

Designation:

Designation:

Date:

Date:

WITNESS:



P&E/2022-23/Tender/125 dated 29.11. 2022

1.

1.

2.

2.