



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

NAME OF THE WORK:- COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES FOR THE PREMISES OF SBI LOCAL HEAD OFFICE BUILDING, GUWAHATI, ASSAM VIDE TENDER ID:P&E/2021-22/TENDER/79 DTD 12.11.2021

The Vendors who are in the list of approved empanelled for Comprehensive Housekeeping & Maintenance Services for the premises of Branches/Offices of SBI in Entire NE Circle 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.

**ASSISTANT GENERAL MANAGER
PREMISES & ESTATE DEPARTMENT
3RD FLOOR, BANK LHO BUILDING,
P.O. ASSAM SACHIVALAYA,
DISPUR
GUWAHATI-781 006**



BUSINESS RULE & TERMS & CONDITIONS OF REVERSE AUCTION FOR COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES FOR THE PREMISES OF SBI LOCAL HEAD OFFICE BUILDING, GUWAHATI, ASSAM VIDE TENDER ID:P&E/2021-22/TENDER/79 DTD 12.11.2021

BUYER NAME	State Bank of India Local Head Office Guwahati, Premises & Estate Department, 3 rd floor, "A" Block, G.S. Road, P.O. Assam Sachivalaya, Dispur, Guwahati-781 006 Email id:agmpne.lhoguw@sbi.co.in Phone No.: 0361-2237533/ 2237535
AUCTION TO BE CONDUCTED BY	e-Procurement Technologies Ltd. (abcprocure) A-201, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Tel.:- 91 - 079 - 4001 6860 / 6861 / 6863 / 6864 / 6877 Fax:- 91 - 079 - 4001 6876 http://sbi.abcprocure.com
ELIGIBILITY CRITERIA	The bidders who are in the list of approved empanelled for Comprehensive Housekeeping & Maintenance Services for the premises of Branches/Offices of SBI in Entire NE Circle finalised in August 2019 by SBI, Local Head Office, Guwahati (North-Eastern Circle) are eligible to participate in this e-Tender.
VALIDITY OF TENDERS	For a period of 90 days from the date of e-Tendering
SECURITY DEPOSIT	Amount equal to 01 (one) month Contract Value (total monthly wages and allowances payable to all the labours engaged plus commission amount) as Security Deposit
DATE OF AUCTION	Online Initial Sealed Bid Auction Date & Time: 11.00 AM To 11.30 AM on 22.11.2021 Online Reverse Auction Date & Time: 01.00 PM To 02.00 PM [With Unlimited Extension] on 22.11.2021
DOCUMENTS ATTACHED	<ol style="list-style-type: none">1) Business rule for reverse auction2) Terms & conditions of reverse auction3) Item Description [Annexure I]4) Process Compliance Statement Format (Annexure II) to be submitted by 20.11.2021 up to 02:00 PM by mail.5) Bid Confirmation Format (Annexure –III)
SPECIAL INSTRUCTIONS	<u>Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither the Service Provider nor Bank will be responsible for any lapses /failure on the part of the vendor, in such cases.</u>

**Assistant General Manager
Premises & Estate Department
Local Head Office, 3rd Floor 'A' Block
Guwahati**



Dated 12.11.2021

BUSINESS RULES FOR REVERSE AUCTION

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI may resort to “REVERSE AUCTION PROCEDURE” i.e. **ON LINE BIDDING on INTERNET.**

1. For the proposed reverse auction, already empanelled vendors for the said purpose who fulfill all terms and conditions including deposit of earnest money and cost of the tender document only shall be eligible to participate.
2. SBI will engage the services of the service provider M/s e-Procurement Technologies Pvt. Ltd. Ahmedabad for conducting e-Reverse Auction and they will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. SBI will inform the vendor in writing the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to send e-mail duly signed compliance form in the prescribed format (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. Reverse auction will be conducted on scheduled date & time.
7. At the end of reverse auction event, the lowest bidder value will be known on the network.
8. The lowest bidder has to send e-mail the duly signed filled-in prescribed format as provided on case-to-case basis to SBI through service provider within 24 hours of completion of auction without fail.
9. 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.

Business Rule for finalization of the Tender

SBI shall finalize the tendering process of the item through reverse auction 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 Reverse auction shall be conducted by SBI, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. 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 reverse auction successfully. However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
2. 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 Reverse Auction/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.



3. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in percentage (%).

BID PRICE:

Percentage of contractor's commission will be on basic monthly bill amount for wages & allowances to be paid to all the contract labours engaged excluding GST as per Annexure-A. 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. No price escalation of the % of commission quoted in the tender is permissible under any circumstances during the contract period and extended period, if any.

4. **The price quoted shall be quoted only in percentage and should be exclusive of GST. The technical & commercial terms are as per TENDER ID:P&E/2021-22/TENDER/79 DTD 12.11.2021**
5. **VALIDITY OF BIDS:** The Bid price shall be firm for a period of **twenty four calendar months** and shall not be subjected to any change whatsoever.
6. **Procedure of Reverse Auctioning**
- i. **Sealed bid Auction:** The bidders shall place a sealed bid on the opening of the auction, after which they shall participate in the final reverse auction.
 - ii. **English Reverse (no ties) {Reverse Auction}:** SBI will declare its **Opening Price (OP)**, which shall be visible to all vendors during the start of the reverse Auction. The vendors will be required to start bidding after announcement of Opening Price and decrement amount.
 - iii. Sealed Bid auction will be for **30 minutes** and English Reverse (no ties) shall be for a **period of one hour**.
 - iv. The bid decrement amount shall be specified by SBI before start of e-Reverse Auction bidding.
 - v. After the completion of English Reverse (no ties), the **Closing Price (CP)** shall be available.
7. Successful vendor shall be required to submit the final price, quoted during the English Reverse (no ties) in **Annexure-III Format** after the completion of Auction to SBI, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
8. During English Reverse (no ties), if no bid is received within the specified time, SBI, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.
9. Your bid will be taken as an offer to execute the work. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to execute the work as mentioned above at your final bid price. **Should you back out and not execute the work as per the rates quoted, Bank may initiate necessary action.**



10. You shall be assigned a **Unique User Name & Password** by ETL You is advised to change the Password after the receipt of initial Password from ETL to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
11. You will be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) {Reverse Auction}:
 - a. Leading Bid in the Auction (only total price)
 - b. Bid Placed by you
 - c. Opening Price.
 - d. Your rank in the auction.
12. At the end of the e-Reverse Auction, SBI will decide upon the winner. SBI's decision on award of Contract shall be final and binding on all the Bidders.
13. SBI shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
14. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
15. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
16. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the reverse auction.
17. Successful bidder shall enter into a contract with the bank to carry out the work as per Bank's standard format.



Terms & Conditions of Reverse Auction

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by e-Procurement Technologies Ltd. **The Bidders are requested to change the Password and edit the information and check the company details in the Registration Page after the receipt of initial Password from e-Procurement Technologies Ltd., Ahmedabad. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder. e-Procurement Technologies Ltd. and SBI is not responsible for the same**

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. **AUCTION TYPE:** 1). Sealed Bid Auction
2). English Reverse No Ties

4. **DURATION OF AUCTION:** The duration of Auction will be for one hour. With unlimited Extension.

5. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiple of Bid Decrement.

6. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse – No ties Auction:
 - Leading Bid in the Auction
 - Bid Placed by him
 - Your rank

7. **AUCTION WINNER:** At the end of the Reverse Auction, SBI will evaluate all the bids submitted and will decide upon the winner.

8. **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.

9. **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 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.



- 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 damages that result from, but are not limited to negligence. ETL will not be held responsible for 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.
- After the completion of the Auction event, all the Bidders have to submit the Price confirmation immediately to M/s e-Procurement Technologies Pvt. Ltd, Ahmedabad for further proceedings.



Annexure-A

ITEM DESCRIPTION FOR E-REVERSE AUCTION FOR COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES FOR THE PREMISES OF SBI LOCAL HEAD OFFICE BUILDING, GUWAHATI, ASSAM VIDE TENDER ID:P&E/2021-22/TENDER/79 DTD 12.11.2021

Item	Quoted price in %
Percentage Rate of contractor's commission on basic monthly bill amount for wages & allowances to be paid to all the contract labours engaged.	-----

GST will be extra as applicable

NOTE :-

- i) Selected contractor/vendor would be required to comply with Minimum Wages Act of Central Govt. of India.
- ii) No. of existing labours are as under :-

1)	Skilled-10 Nos.
2)	Semi-skilled- 03 Nos.
3)	Unskilled -52 Nos.



Annexure- II

Process Compliance Form

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

To
e-Procurement Technologies Pvt. Ltd. (abcprocure)
A-201,, Wall Street - II,
Opp. Orient Club,
Nr. Gujarat College,
Ahmedabad - 380 006.
Gujarat State, India

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document Comprehensive Housekeeping & Maintenance Services For The Premises Of Sbi Local Head Office Building, Guwahati, Assam Vide TENDER ID:P&E/2021-22/TENDER/79 DTD 12.11.2021

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 Reverse Auction 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-auction 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.



We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

**Sign this document and e-mail to [geeta@auctiontiger.net/](mailto:geeta@auctiontiger.net) agmpne.lhoguw@sbi.co.in ,
sales@tendertiger.com, sales@abcprocure.com, sales@AuctionTiger.net**

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. Contract period:

- a. The scope of work includes cleaning of premises of Local Head Office, Guwahati. 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 and surroundings of the premises by engaging manpower as per requirement by the Bank. 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 02 (Two) years 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 contractor/vendor fails to execute the agreement and does not take over the work within the stipulated time, he will not be allowed to participate in any tender process of the Bank in future.

2. Terms of Payment

The successful contractor/vendor shall submit the monthly bill for reimbursement of wages and allowances to be paid to the contract labours and contractor's commission as per tender approved rate for payment duly certified by the authorised official from the said Department. No advance payment shall be made under any circumstances. The contractor/vendor should submit the bill in accordance with applicable Minimum wages as per minimum wages Act of Central Govt. of India, 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 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:

The Successful L1 contractor/vendor is required to deposit an amount equal to **01 (one) month contract value (total monthly wages and allowances payable to all the labours engaged plus commission amount) as Security Deposit** 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/labours 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. COMMISSION RATE:

- Commission 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 and extended period, if any.
- 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.

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 cleaning 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 reimbursement 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 contact 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, 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 period 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/labours 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 office 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 office 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 office 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 held with the Bank by the contractor/vendor which is equal to **one month 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 03 (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. 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-III

To

e-Procurement Technologies Pvt. Ltd. (abcprocure)
A-201, Wall Street - II,
Opp. Orient Club,
Nr. Gujarat College,
Ahmedabad - 380 006.
Gujarat State, India

Sub: Final price quoted during reverse auction FOR COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES FOR THE PREMISES OF SBI LOCAL HEAD OFFICE BUILDING, GUWAHATI, ASSAM vide TENDER ID:P&E/2021-22/TENDER/79 DTD 12.11.2021

Ref: 1. Reverse Auction dt.
2. Our Offer No. dt.

Dear Sir,

We confirm that we have quoted the price

%_____ (in words.....)

(Rate per scanned image) as our final rate during the Reverse Auction conducted on

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

Yours sincerely,

For _____

Name:
Company:
Date:
Seal:



CONTACT INFORMATION

e-Procurement Technologies Ltd.	State Bank of India
<p>e-Procurement Technologies Pvt. Ltd. Ahmedabad</p> <p>Tel.:- 91 - 079 – 68136813 079-90335262</p> <p>MR. JAINAM Mob: 0-6354919566 Email: geeta@auctiontiger.net/, sales@tendertiger.com, sales@abcprocure.com, sales@AuctionTiger.net</p>	<p>Local Head Office Guwahati, Premises & Estate Department, 3rd floor, “A” Block G.S. Road, P.O. Assam Sachivalaya, Dispur, Guwahati-781 006 Email id:agmpne.lhoguw@sbi.co.in Phone No.: 0361-2237533/ 2237535</p>