



SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD., (SBIIMS),
(WHOLLY OWNED SUBSIDIARY OF STATE BANK OF INDIA)
GUWAHATI CIRCLE OFFICE

Sl. No.	Description	
(a)	Tender ID	GUW201911003
(b)	Tender Name	PROVIDING COURIER SERVICES TO ALL THE BRANCHES/OFFICES OF STATE BANK OF INDIA(SBI) IN NORTH EAST CIRCLE UNDER LOCAL HEAD OFFICE, GUWAHATI
(c)	Ending Date of Tender	27.11.2019 upto 02:00 PM
	Opening Date of Tender	07.11.2019 at 03:00 PM
(d)	Tender Fee Amount	Rs.3000.00 (Rupees Three thousand only)

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01. NOTICE INVITING TENDERS (TENDER ID CODE) NO.GUW201911003 DATED 05.11.2019

On behalf of State Bank Of India(hereinafter referred to as SBI), L.H.O., Guwahati, Technical Bids are invited by SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. (hereinafter referred to as SBIIMS), from eligible and reputed Courier Agencies for providing reliable, prompt and safe courier services to all the branches/offices located in SBI North East Circle under its Local Head Office(LHO) Guwahati as under :-

1.	Scope of the Work	:	Providing Courier services to all the branches/offices(Respective Clusters as per Annexure-A) located in SBI North East Circle under its Local Head Office(LHO) Guwahati
2.	User Department	:	Office Administrative Department(OAD), State Bank Of India, Local Head Office, Dispur, Guwahati.
3.	Availability of tender documents	:	Tender documents can be downloaded from the Bank's website www.sbi.co.in under section 'Procurement news' from 07.11.2019 to 27.11.2019.
4.	Technical Bid	:	<p>The Application-cum-Technical Bid (Hard copy) with all supporting documents should be submitted in a sealed cover containing the name and complete address/contact number of the agency on the cover and bear the title "Technical Bid for providing Courier services at SBI Branches/Offices in NE Circle" in the "TENDER BOX" kept at 3rd Floor, "A" Block of Local Head Office Building of State Bank of India, Guwahati on or before 27.11.2019 upto 02:00 PM alongwith all the documents and the followings :-</p> <p>i) Tender Processing Fee amounting to ₹3000.00 (Rupees three thousand only) (Non-Refundable) to be paid only through State Bank Collect(SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-D.</p> <p>The receipt generated with a the Reference No. will be submitted along with the Technical Bid.</p> <p>ii) Earnest Money Deposit (EMD) amounting to ₹20,000.00 (Rupees Twenty thousand only) to be deposited to the Bank's A/C No. 10242804581 (Name of the Account :- SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account, maintained at SBI, Dispur Branch, IFSC code- SBIN0003030) ONLY THROUGH ON-LINE TRANSFER (THOSE WHO DEPOSIT BY CASH IN THE BANK, SBIIMS MAY DISQUALIFY THEM IN TECHNICAL BID and submit the deposit voucher copy as proof of deposit of the amount.</p> <p>Date and Time of opening of Technical Bids at the office of the undersigned :-</p> <p>On 27.11.2019 at 03.00 PM</p> <p>Authorised representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even</p>

			<p>in the absence of any or all of the vendors representatives.</p> <p>After opening, the Technical Bids will be evaluated on the basis of the minimum eligibility criteria specified in this Tender including deposit of specified amounts for the Tender Processing Fee and Earnest Money as mentioned above. The Technical Bids without deposit of the Tender Processing Fee and Earnest Money as mentioned above, would be summarily cancelled and would not be considered for further processing.</p>
5.	Price Bid	:	<p>The Price Bid will be through e-tendering amongst the shortlisted courier agencies who qualified in Technical Bids.</p> <p>Date and time for submission of price bid through e-Tendering will be intimated to the technically qualified courier agencies separately through SBI service provider M/s e-Procurement Technologies Pvt. Ltd. Ahmedabad.</p> <p>The courier agencies should have valid digital signature for participation in e-Tendering.</p>
6.	Contact details for any clarification	:	<p>The Circle Head & The Assistant Vice president, SBI Infra Management Solutions Pvt. Ltd. Guwahati Circle Office, 3rd Floor, SBI, LHO Building, Guwahati, Dispur-781006, Ph: 0361-2237509 Mobile No.9435047923(GIRISH CHOUDHURY)</p>
7.	Pre-Bid Meeting		<p>A pre-bid meeting will be held in the office of the undersigned (SBIIMS) Circle Office, Guwahati at 03:00 PM on 20.11.2019, wherein the bidders may seek clarification required by them, if any, relating to terms & conditions of the tender.</p>
8.	Notes:		
a)	In case the date of submission of Technical Bids/Pre-Bid meeting/e-tender is declared as a holiday, the date will be considered on the next working day at the same time.		
b)	The SBIIMS reserves the right to cancel or postpone or modify the tender at any stage without assigning any reason thereof.		
c)	Applicants who do not fulfill the minimum eligibility criteria need not apply. Any incomplete Technical Bid and / or not fulfilling the minimum eligibility criteria will be summarily rejected. Moreover, the conditional tenders(Technical Bids) are liable for rejection and will not be allowed to participate in Price Bid(e-tendering).		
d)	The EMD of the unsuccessful applicants in Technical Bid shall be returned within two weeks from the date of finalisation of the empanelment process on receipt of details of Bank's account from the bidders.		
e)	All pages of the Applications-cum-Technical Bid documents should be serially numbered and shall be signed by the authorized person(s) of the applicant only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page.		
f)	Corrigendum, if any, is to be followed as published in SBI website www.sbi.co.in under Procurement news only.		
	<p>Circle Head & Assistant Vice President(Civil) SBIIMS, Circle office, Guwahati.</p>		

02. MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID :-

- A. The applicants must fulfil the following eligibility criteria for providing courier services. The applications not fulfilling the said minimum criteria shall not be considered for Price Bids. Applicants should apply, along with documentary proof.
- a) The applicant shall be an established vendor in operation **during last 3 years for providing courier services having own office at Guwahati and Network(No. of own centre/offices - 200 in India and 50 in NE Circle) including effective on-line tracking system to know the status of each courier document.**
 - b) The applicants should have experience of providing courier services in Public Sector Undertakings(PSU)/Govt. Deptt/Banks.
 - c) The Applicant's average **Annual Financial Turnover** during last 3(Three) years ending 31st March,2019 should be minimum **INR 50.00 lakh.**
 - d) **Bank's solvency certificate** amounting to **INR 50.00 lakh.**
 - e) The vendor should be registered for the purpose of Goods & Service Tax (GST) as applicable and should be an income tax assesses with valid Pan Card.
 - f) The vendor should possess valid relevant certificate/License as required for operating courier services.
 - g) The cut-off date for reckoning experience would be 30th October, 2019.
 - h) The qualified vendors will able to obtain valid Digital Signature Certificate to participate in the e-tender by 15 days from the date of issue of the letter by the Bank to the technically qualified empanelled firms.

- B. The vendors should possess the following supporting documents and must submit self-attested photocopies of the following supporting documents along with application-cum-Technical Bid:
- a) PAN Card in the name of the proprietor/firm/company.
 - b) Goods & Service Tax(GST) registration.
 - c) Documents supporting Applicant's average **Annual Financial Turnover** during last 3(three) years for minimum **INR 50.00 lakh**.
 - d) Details of Network(No. of own centre/offices - 200 Nos. in India and 50 Nos. in NE Circle) .
 - i) Details of on-line tracking system to know the status of each courier document.
 - e) Latest valid Bank's solvency certificate amounting to **INR 50.00 lakh**.
 - f) Income Tax return for last 3(three) years.
 - g) Work order & completion/in operation satisfactory certificates from the clients (Public Sector Undertakings(PSU)/Govt. Deptt/Banks) whose work has been undertaken in the last three years.
 - h) Document as proof of year of Establishment of the firm with not less than 3(Three) years.
 - i) EPF & ESI registration details.
 - j) Valid Labour license.
 - k) Relevant valid certificate/license, required if any, from the concerned department/authority for the purpose.

03. APPLICATION –CUM- TECHNICAL BID FORM :-

(Please strike-off which is not applicable.)

1.	a) Name of the applicant/organization	
	b) Full Postal Address of the Firm	
	c) Contact Details (i) Phone No. (ii) Mobile No. (iii) Fax No. (iv) E- mail address.	
2.	Year of establishment Please enclose documentary evidence	
3.	Constitution of Firm Enclose certified copies of documents as evidence. Sole proprietorship/ Partnership /Private Ltd. / Ltd. Co. / Any other (Please specify)	
4.	Name of the Proprietor/Partners/Directors of the organization/firm Enclose certified copies of document as evidence.	
5.	Name/s of authorized signatory with designation	
6.	Mode of Authorization Enclose certified copies of document as evidence Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other (Please specify)	
7.	Details of registration-whether partnership firm, company, etc. Name of registering authority, date and registration number (Note: partnership firms not registered with the appropriate authority need not apply), if any Enclose certified copies of document as evidence.	
8	Details of valid certificates / license from the competent authorities as applicable. Enclose certified copies of document as evidence	
9.	Whether registered with Govt. /Semi Govt./Banks/CPWD/Municipal Authorities or any other Public Organization and if so, since when? (Enclose certified copies of document as evidence). i. Name of Organization No. & Date of Registration ii. Name of Organization No. & Date of Registration iii. Name of Organization	

	No. & Date of Registration	
10.	No. of years of experience in the field and details of work in any other field.	
11.	Does the Courier agency has an effective on-line tracking system to know the status of each courier document ? Give details separately.	
12.	Network (No. of offices) in the Country – Minimum own Centres/offices - 200 Nos. in India and 100 Nos. in NE Circle(List with address/ contact nos. etc. may be enclosed separately.)	
13.	Yearly turnover of the organization during last 3 (three) years (year wise) and Average Annual Turnover for last 3 years.	
14.	Banker's Details (i) Banker's Name (ii) Full Postal Address (iii) Telephone No. (iv) Account No. (v) Type of Account	
15.	Bank's Solvency Limit (Please enclose latest valid Solvency certificate from the Banker)	
16.	PAN No. (Income tax) Enclose certified copies of document as evidence	
17.	Goods & Service Tax(GST) No. Please enclose documentary evidence	
18.	Whether last three years IT returns filed (Pl. enclose certified copies of the IT returns of the last three FY years)	
19.	Details of similar works in operation/completed. Please fill up enclosed Annexure -P & enclose copies of work completion /in operation certificates	
20.	Details of Key Personnel Permanently employed.	
21.	Other infrastructural information to be used/referred for this work .	
22.	Furnish the names of 3 responsible persons along with their designation, address, telephone no., etc., for whose organization, you have completed / in operation for similar jobs and who will be in a position to certify about the performance of your organization.	
23.	Whether any Civil Suit/litigation arisen in contracts executed during the last 10 years. If yes, please furnish the name of the employer, nature of work, contract value, work order and brief details of litigation. Give name of the Court, place, and status of pending litigation. Attach a separate sheet if required.	
24.	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the	

	details of such litigation are required to be submitted. (The Tenders from Individual/Firms/Organisations including their Partners/Directors who have been blacklisted/prosecuted by any departments/statutory bodies, anywhere in India or by any Court of Law, shall not be entertained).	
25.	Please mention whether your any relative(s) is (are) working in the State Bank of India with the name, relationship, address etc.	
26	Registration details for the EPF/ESI/Labour License/Trade License details under the Labour Contract Act. as applicable.	

I/We have read and understood the Press notice, Pre-qualification Notice & this Application form along with Annexure and my/our firm fulfills the ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID described in this TENDER Notice.

(SIGNATURE OF AUTHORIZED SIGNATORY)

I/We hereby confirm and certify that the information given above is correct and true and the enclosures annexed herewith are genuine to the best of my / our knowledge.

I/We are authorized to sign and submit these documents.

I /We understand that if any stage it is found / noticed by SBIIMS that any information thus provided by us is untrue / incorrect partly or fully and in case of receipt of adverse / unsatisfactory report from other clients / Bankers, SBIIMS may not consider our application or may take any appropriate action against us.

I /We also understand that partly / wrongly filled application and / or applications not on prescribed pro-forma and / or applications not accompanying relevant documents / enclosures / annexed documents may liable to be summarily rejected by SBIIMS.

I / We understand that this is merely an application & does not entitles me /us to be necessarily qualified in Technical Bid by SBIIMS and SBIIMS reserves the right to reject all and / or any application without assigning any reason whatsoever.

All the terms & conditions etc. mentioned in this Tender are acceptable to us.

(SIGNATURE OF AUTHORIZED SIGNATORY)

NAME:

SEAL OF THE FIRM

PLACE:

DATE :-

Note: Please enclose all the Annexure with relevant supporting documents duly self attested.

Annexure-P

List of clients whose work has been undertaken/in operation for the last 3 years (copy of work orders to be attached):

Sr. No.	Name of the Client, Location, and Name and Mobile No. of Contact Person	Details of work	Number of Employees engaged	Contract Value for 1 year (Rs.)
1				
2				
3				

Signature of Authorized Representative _____

Name of Authorized Representative _____

Date: _____

Place: _____

Note: SBIIMS may make telephonic or written inquiries about the work done, including satisfaction of the client, and may also visit the client sites. Vendors should note that by providing the names of the clients in this form, they are authorizing SBIIMS to make inquiries about them with those clients.

04. General Terms & conditions of the tender :-

- i) Courier service will consist of collection of packets containing valuable documents from all the branches / offices (of the respective clusters as per Annexure-A) of State Bank Of India under the administrative – control of North East Circle(Local Head Office-Guwahati) and delivery to our various destinations all over India covered under the scheme on all working days or any of the days, as intimated to the courier agency in advance, at timings mutually agreed to between the courier agency and the branches/offices of the Bank.
- ii) The delivery of packets collected from any of the designated branches/offices will be made by the courier agency generally on the morning of the next working day or, any other agreed time during the day so specified and, in any case, **not later than the following morning of the next working day.**
- iii) The courier agency will depute their accredited representative for collection and delivery of packets from/to the designated offices/branches. The representative will be provided with a suitable letter of authority /identity card without which he shall not be authorised to collect or deliver the packet. He will acknowledge receipt of the packets delivered to him on a copy of the accompanying consignment note with pre-printed serial number, which will be retained by our offices.
- iv) The courier agency will ensure that the packets/ parcels are delivered against full signature, designation and stamp or telephone numbers of the consignee or his/ their authorised representative only on the consignment note. The undelivered packets / parcels shall be delivered back to the bank's branches/offices, from where the consignments are collected by the courier agency. Proof of Delivery (POD) to the addressee, Regular submission of PODs by courier agency alongwith their bills will be pre-requisites before processing the bills for payment at all the branches / establishments. **Bills will not be paid, if PODs are not submitted alongwith the bills at the end of the month.**
- v) It shall be the absolute responsibility of the courier agency, once the packets are delivered to their authorised representative duly sealed/closed to ensure that their contents are not tampered with in any manner whatsoever and the packets are not misplaced, lost or stolen and ensure secrecy and confidential of the documents.

vi) The Bank will pay to the courier service, tariffs for the above service at the rates agreed upon on the undernoted proforma **(Please don't mention rates with this Technical Bid)**. The tariffs payable to the Courier agency with effect from the date of execution of the agreement and submission of the bank guarantee valid upto 2 years or till fresh empanelment, whichever is later:-

Sl No.	Consignment Weight	Approved Tariffs		
		Local	Within Circle other than local	Rest of India
01	Upto 250 gms			
02	Above 250 gms and upto 500 gms			
03	Every additional 500 gms or part thereof upto 10 Kgs.			

- **Local rate will be considered for pickup and delivery within all the branches/offices under the respective Cluster.**
- **GST will be charged extra as applicable from time to time.**

The Couriers shall submit their invoices/bills at the Office/Branch at the respective Centres from where consignments are collected on a monthly basis which will ordinarily be settled/paid within a week from the date of their receipt, subject to the submission of PODs.

vii) The courier agency will enter into a suitable agreement with the bank indemnifying it from any loss, damage, Charge and expenses as the Bank may be put to or incurred and / or to be incurred by the Bank due to delay, non-performance, mal-performance, non-delivery, tampering or damage to any packets etc. Such loss shall be as determined by the bank and shall be payable to the bank by the courier agency within a period of one month from the date thereof, in addition to any penalty stated earlier. However, the Bank shall not claim from the Couriers for loss, damage or delay caused by the acts of God perils of the air, weather condition, mechanical delays, acts of public enemies, war, strikes, civil commotions and acts or omission of public authorities with actual or apparent authorities.

viii) PERFORMANCE BANK GUARANTEE [PBG]/SECURITY DEPOSIT PER CLUSTER :-

The successful courier agency(after discovery of L1 rates through e-tender) has to submit the Performance Bank Guarantee not less than an amount **Rs.2,00,000.00 (Rupees Two lakh only) FOR EACH CLUSTER valid for a period of 2(Two) years from the date of signing the contract from a Scheduled Commercial Bank other than SBI or Security Deposit amounting to **Rs.2,00,000.00 (Rupees Two lakh only) FOR EACH CLUSTER** in the form of Bank's draft in favour of Asstt. General Manager(P&E), SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account, maintained at SBI, Dispur Branch, IFSC code-SBIN0003030) within a week of receipt of work order. In case Vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee [PBG] /forfeit Security Deposit to recover penalty for loss, damages, deficiency in services, not providing services of any branch or any other amount due to the Bank /amount recoverable for any non-compliance of the terms and conditions of the tender. No interest shall be paid on this Security Deposit. For delay in delivery of parcels beyond the time mentioned in clause (ii) above excluding the Sundays and holidays which fall between the said period and except on account of imposition of curfew either at the originating centre or at the destination, the Bank may without prejudice to any other steps it may take in this regard, impose penalty, as under, if it is not satisfied with the explanation tendered by the courier agency.**

- (a) delay of one day – 50% cut in the charges payable on delayed consignment(s)**
- (b) delay of more than one day – 100% cut in the charges payable on delayed consignment(s)**

The above penalty will be exclusive of any loss suffered by the bank due to delay in delivery which will be determined separately and recovered as stated above.

The penalty will be recovered by the receiving office/branch(s) against the settlement of their own bill(s).

ix) The damages to be bank arising out of improper deliveries/late deliveries/non-deliveries will attract other clauses/provisions also as per the terms and conditions of the contract.

x) The couriers service providers will agree to provide adequate number of blank consignment notes to each centre with the name and address of the centre duly printed.

xi) The agreement shall be binding for two years from the date of work order or till fresh tender, whichever is later. However, the Bank may, for any reasons, discontinue the arrangement earlier in respect of one or more all centres covered by this arrangement by issuing one month advance written notice to the authorized Office of the courier agency. The later may also terminate the arrangement/agreement by giving three months' advance written notice to the Local Head Office of the Bank, addressed and delivered to "The Asstt. General Manager(OAD), State Bank of India, Local Head Office, Guwahati, Dispur, Guwahati781006, Assam". The termination of the

agreement, as aforesaid, shall not be absolve the couriers' liability regarding delivery of the packets already entrusted to them or any other claims lodged/ to be lodged in terms of the clauses as mentioned elsewhere in the terms and conditions.

xii) The courier agency will remain in preparedness to provide service to all the branches/offices of the Circle as more clusters, as agreed to, may be added from time to time under the same terms and conditions on 15 days notice from the Bank to authorized Office of the courier agency. Non-serving of any cluster will be construed as a breach of contract and will be dealt with accordingly, including invocation of bank guarantee or forfeit Security Deposit.

xiii) Notwithstanding anything contained herein above, the Bank reserves its right to utilise the services of other courier agencies on such terms and conditions as the Bank may deem fit, particularly, for handling clearing instruments.

xiv) The courier agency will agree to abide by all the rules and regulations in force relating to their carrying on of the business of courier agency and to the services undertaken by them as such courier agency and the Bank shall not be liable for violation of any such rules, regulations, by reasons of having entrusted to them the services referred to in this Agreement. The couriers shall also declare that they have the required permission and authorisation by statutory or other authorities for carrying on the said business and for rendering services to their customers thereon.

xv) e-tendering will be conducted amongst the technically qualified courier agencies for finalization of Tariffs through Bank's service provider. The courier agencies must have valid digital signature for conducting e-tendering.

xx.) The terms and conditions stipulated by Bank from time to time should be acceptable to the courier agencies.

xxi) The Bank reserves the right to accept or reject any or all the applications without assigning any reason whatsoever and the decision of the Bank shall be final.

SIGNATURE OF AUTHORISED PERSON OF THE COURIER AGENCY

NAME:

CONTACT NOs.

EMAIL ADDRESS:

DATED:

PLACE:

04. OTHER TERMS AND CONDITIONS

a. The branches/offices of State Bank Of India located across the states of Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Meghalaya under SBI North Eastern Circle, have been grouped as per list enclosed at Annexure-A as a cluster approach for economy in service and realistic cost calculation. The vendors will be required to quote their rates separately for each group in e-tender after finalization of Technical Bids and L1 (Who quoted the lowest Rate) Bidder will be evaluated Clusterwise only.

b. Award Criteria :-

i) The Contract will be awarded to the successful Bidder/s who has/have been determined to qualify to perform the Contract satisfactorily as per terms & conditions of the tender.

ii) The lowest (L1) bidder/vendor will be determined on the basis of the lowest rates quoted in e-Tendering **for each Cluster** separately as per at Annexure-A.

iii) If the same bidder / vendor is L1 in more than One Cluster and L1 bidder / vendor is more than one vendor, the allotment/distribution of Clusters to bidder / vendor will be at the sole discretion of the Bank, subject to matching the L1 rates by the L2, L3 vendors etc.. The split orders may be in the ratio of 50%, 30% and 20% of total orders for L1, L2 and L3 vendors respectively. In case vendor is not in a position to execute the job in stipulated time or not able to perform as per SBI's satisfaction, the Bank may, at its discretion, award the contract to L2/L3 vendors at L1 approved contract rate.

iv) The decision of Bank in allotment/distribution of Groups to bidder/vendor will be final and binding on all the participating bidders/vendors.

c. The Contract Period :-

2(two) years from the date of issue of the work order and may be renewed for such further period as may be requested for by SBI and agreed to in writing by the vendor.

c. STATUTORY AND OTHER REGULATIONS :-

i) The Vendor shall comply with all the statutory obligations of the Government of India / State Governments / Municipal Authorities and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfillment of statutory obligations by the Vendor

ii) The vendor shall ensure that all persons, employees, workers and other individuals engaged by the vendor in rendering the Services under this contract 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 vendor unless such person is found to be suitable in such verification and the vendor shall retain the records of such verification and shall produce the same to SBI as when requested.

iii) The vendor hereby agrees and declares that it shall be the sole responsibility of vendor to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by The vendor as envisaged under this contract.

iv) The vendor shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this contract.

v) The vendor shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives 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 SBI shall have no liability in these regards. Further, the vendor would indemnify/make good for the losses to SBI for non-compliance or any claims against the Bank arising out of any non-compliance as above.

d. ARBITRATION :-

i) Any and all disputes, controversies and conflicts ("Disputes") arising out of this contract or in connection with this contract 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.

ii) 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.

iii) 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.

iv) 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.

e. **ASSIGNMENT :-**

The Vendor shall not assign their rights and obligations under the terms of this Service Contract to any party / other person without the written consent of the Bank.

All the terms and conditions mentioned above are acceptable to us.

Signature of Authorized Representative of the vendor

Name of Authorized Representative of the vendor

Date: _____

Place: _____

Seal

