



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

<b>Sl. No.</b>	<b>Description</b>	
<b>(a)</b>	<b>Tender ID</b>	<b>GUW201909017</b>
<b>(b)</b>	<b>Tender Name</b>	<b>PROVIDING OF 14 NOS. OF NEW CARS ON MONTHLY HIRING BASIS FOR STATION &amp; OUTSTATION OFFICIAL USE IN STATE BANK OF INDIA, LOCAL HEAD OFFICE, GUWAHATI</b>
<b>(c)</b>	<b>Ending Date of Tender</b>	<b>10.10.2019 upto 02:00 PM</b>
	<b>Opening Date of Tender</b>	<b>17.09.2019 at 03:00 PM</b>
<b>(d)</b>	<b>Tender Fee Amount</b>	<b>Rs.3000.00 (Rupees Three thousand only)</b>

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1. NOTICE INVITING TENDERS (TENDER ID CODE) NO.GUW2019.... DATED ....

On behalf of State Bank Of India(hereinafter referred to as SBI), L.H.O., Guwahati, tenders are invited by SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. (hereinafter referred to as SBIIMS), in two Bids system (Technical Bid in hard copy format and Price Bid through e-Tender) from eligible and qualified bidders for providing 14 Nos. of New cars as specified in the tender documents on monthly hiring basis for **station & outstation** official use in State Bank of India(SBI), Local Head Office(LHO), Guwahati as under :-

1.	Scope of the Work	:	Providing 14 Nos. of new cars on monthly rental basis for station & outstation official use in State Bank Of India, Local Head Office, 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 <a href="http://www.sbi.co.in">www.sbi.co.in</a> under section 'Procurement news' from 17.09.2019 to 10.10.2019
4.	Technical Bid	:	<p>The Application-cum-Technical Bid(<b>Hard copy</b>) with all supporting documents should be submitted in a sealed cover containing the name and complete address/contract number of the vendor on the cover and bear the title "Technical Bids for hiring of Cars for State Bank of India Local Head Office, Guwahati" in the "<b>TENDER BOX</b>" kept at 3<sup>rd</sup> Floor, "A" Block of Local Head Office Building of State Bank of India, Guwahati on or before 10.10.2019 <b>upto 02:00 PM</b> alongwith all the documents and the followings :-</p> <p>i) <b><u>Tender Processing Fee</u></b> amounting to ₹3000.00 (<b>Rupees three thousand only</b>) (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. The receipt generated with a the Reference No. will be submitted along with the Technical Bid.</p> <p>ii) <b><u>Earnest Money Deposit (EMD)</u></b> amounting to <b>₹50,000.00</b></p>

		<p><b>(Rupees Fifty thousand only)</b> to be deposited to the Bank's A/C No. 10242804581 (Name of the Account :- SBI, LHO, PREMISES &amp; ESTATE Department Misc. Deposit account, maintained at SBI, Dispur Branch, IFSC code-SBIN0003030)</p> <p><b>ONLY THROUGH ON-LINE TRANSFER (WHOSE WHO DEPOSIT BY CASH IN THE BANK, SBIIMS MAY DISQUALIFY THEM IN TECHNICAL BID</b> and submit the deposit voucher copy as proof of deposit of the amount.</p> <p><b><u>Date and Time of opening of Technical Bids</u></b> at the office of the undersigned :-</p> <p><b>On 10.10.2019 at 03.00 PM</b></p> <p>Authorised representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even 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.	<b>Price Bid</b>	<p>: The Price Bid will be through e-tendering amongst the bidders who qualified in Technical Bid through SBI Service Provider M/s e-Procurement Technologies Pvt. Ltd. Ahmedabad as at Annexure-A.</p> <p>Date and time for submission of price bid through e-Tendering will be intimated to the qualified contractors separately through SBI service provider M/s e-Procurement Technologies Pvt. Ltd. Ahmedabad.</p> <p>The vendor should have valid digital signature for participation in e-Tendering.</p>
6.	<b>Contact details for any clarification</b>	<p>: The Circle Head &amp; The Assistant Vice president,</p> <p>SBI Infra Management Solutions Pvt. Ltd.</p> <p>Guwahati Circle Office, 3rd Floor,</p> <p>SBI, LHO Building, Guwahati,</p> <p>Dispur-<b>781006</b>,</p> <p><b>Ph: 0361-2237509</b></p> <p><b>Mobile No.9435047923(GIRISH CHOUDHURY)</b></p>

7.	<b>Pre-Bid Meeting</b>	<b>A pre-bid meeting will be held in the office of the undersigned (SBIIMS) Circle Office, Guwahati at 03:00 PM on ..... wherein the bidders may seek clarification required by them, if any, relating to terms &amp; conditions of the tender.</b>
8.	<b>Notes:</b>	
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)	Vendors 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 Bidders in Technical Bid shall be returned within two weeks from the date of finalisation of the tender/placing the work order on receipt of details of Bank's account from the bidders.	
e)	All pages of the 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 <a href="http://www.sbi.co.in">www.sbi.co.in</a> under Procurement news only.	
	<b>Circle Head &amp; Assistant Vice President(Civil)</b>  <b>SBIIMS, Circle office, Guwahati.</b>	

2. **MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID :-**

- A. The applicants must fulfill the following eligibility criteria for providing cars on rental basis. 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 minimum 10 Nos. of cars (in the name of the vendor) on monthly rental basis for official use in PSU/Govt. Deptt/Banks with the contract value for 1(one) year as any of the followings :
- i) **Three similar works costing not less than INR 19.08 lakh each.**
- Or
- ii) **Two similar works costing not less than INR 23.85 lakh each**
- Or
- iii) **One similar work costing not less than INR 38.16 lakh**
- b) The Applicant's average **Annual Financial Turnover** during last 3(Three) years ending 31<sup>st</sup> March, 2019 should be at least **INR 14.31 lakh.**
- c) **Bank's solvency certificate** amounting to **INR 14.31 lakh.**
- d) Applicants should have their own office at Guwahati having at least 10 Nos. of own cars and required qualified staff/drivers with valid driving license /office establishment or Vendor should be in position to open their office in Guwahati within 3 months of receiving work order, failing which the contract will be terminated by the Bank.
- 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 be in possession of relevant RTO permission for the purpose.
- g) The applicant should possess valid certificates / license for the purpose from concerned department.
- h) The vendor should possess any other valid License / Trade License required.
- i) The cut-off date for reckoning experience would be 30<sup>th</sup> June, 2019.
- j) The qualified vendors will be 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 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 14.31 lakh**.
- d) Details of sufficient experienced Staff/Drivers with valid driving license.
- e) Latest valid Bank's solvency certificate amounting to **INR 14.31 lakh**.
- f) Income Tax return for last 3(three) years.
- g) Work order & completion/in operation satisfactory certificates from the clients 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) Valid Trade License.
- j) Details of Bidder's Office at Guwahati or an undertaking to establish the office at Guwahati within three months from the date of issue of the work order.
- k) EPF & ESI registration details.
- l) Valid Labour license.
- m) Relevant RTO permission/valid certificate/linecse from the concerned department for the purpose.

### 3. 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 <b>Please enclose documentary evidence</b>	
3.	Constitution of Firm <b>Enclose certified copies of documents as evidence.</b> Sole proprietorship/ Partnership /Private Ltd. / Ltd. Co. / Any other (Please specify)	
4.	Name of the Proprietor/Partners/Directors of the organization/firm <b>Enclose certified copies of document as evidence.</b>	
5.	Name/s of authorized signatory with designation	
6.	Mode of Authorization <b>Enclose certified copies of document as evidence</b> 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: <b>partnership firms not registered with the appropriate authority need not apply</b> ), if any <b>Enclose certified copies of document as evidence.</b>	
8	Details of valid certificates / license from the competent authorities as applicable. <b>Enclose certified copies of document as evidence</b>	
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.	Yearly turnover of the organization during last 3 (three) years (year wise) and Average Annual Turnover for last 3 years.	
12.	Banker's Details (i) Banker's Name (ii) Full Postal Address (iii) Telephone No. (iv) Account No. (v) Type of Account	
13.	Bank's Solvency Limit ( Please enclose latest valid Solvency certificate from the Banker )	
14.	PAN No. (Income tax) <b>Enclose certified copies of document as evidence</b>	
15.	Goods & Service Tax(GST) No. <b>Please enclose documentary evidence</b>	
16.	Whether last three years IT returns filed (Pl. enclose certified copies of the IT returns of the last three FY years )	
17.	Details of similar works in operation/completed. Please fill up enclosed Annexure -P & enclose copies of work completion /in operation certificates	
18.	Details of Key Personnel Permanently employed.	
19.	Other infrastructural information to be used/referred for this work .	
20.	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.	
21.	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.	
22.	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. <b>(The Tenders from Individual/Firms/Organisations including their Partners/Directors who have been</b>	

	<b>blacklisted/prosecuted by any departments/statutory bodies, anywhere in India or by any Court of Law, shall not be entertained).</b>	
<b>23.</b>	Please mention whether your any relative(s) is (are) working in the State Bank of India with the name, relationship, address etc.	
<b>24.</b>	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.

#### 4. General Terms & Conditions for the tender :-

##### A.

- 1) The e-Tender shall be conducted through Bank's Service Provider for Price Bid amongst the shortlisted qualified vendors after scrutiny of the applications received by the Bank.
- 2) The acceptance of any Application/ Price Bid or otherwise will vest with SBIIMS, who does not bind it to accept the lowest bid and also reserves the right to reject any or all the applicants / vendors which do not fulfill all or any of the conditions and are incomplete in any respect, without assigning any reason whatsoever. The applicant shall not be entitled to claim any cost, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of Technical Bid, application / price bids, even though the Bank modify/ withdraw the application / tender.
- 3) The applicants are advised to submit the tender based strictly on the general conditions governing the Service Contract, Bank's requirements, scope of the work, Technical Specifications, conditions for Commercial bidding, etc. and not stipulate any deviations. Applications containing deviation from the terms and conditions are liable to be rejected.
- 4) Earnest Money Deposit shall not carry any interest. If the vendor who quoted lowest amount in the Price Bid, backs out and will not execute the work in time, the Earnest Money Deposited will be forfeited.
- 5) Selected L1 vendor will be required to comply with all statutory requirements of the Govt. bodies. In case they fail to comply with any of the statutory requirements, the Bank may pay the full or the unpaid balance due, as the case may be, either by deduction from any amount payable to the vendor under any contract, or as a debt recoverable from the contractor, **or by invoking the Earnest Money / Security Deposit to be submitted by the contractor, at the sole discretion of the Bank.**
- 6) The applicants shall study carefully the vehicle/specifications/ the frequencies of different operations and conditions of the tender documents to fully appreciate the scope of work before quoting their rates.

##### B. INITIAL SECURITY DEPOSIT(ISD) TO BE FURNISHED BY THE VENDORS :-

The VENDOR who wins the price bids, will submit Security Deposit @2% (including Earnest Money deposit) on contract value on award of the contract in favour of the Asstt. General Manager(P&E), SBI, LHO, Guwahati within a period of 15 days from the date of issue of the work order. No interest will be paid on the ISD. The security deposit shall be retained till expiry of the contract. The **Security Deposit will be invoked/forefeited** under any of the following circumstances:

- (a) The VENDOR fails to complete the contractual obligations as per the tender.
- (b) VENDOR leaves the job half way.
- (c) The VENDOR does not undertake the jobs within the stipulated period.
- (d) The VENDOR does not perform the job to the satisfaction of the Bank.

The terms and conditions mentioned above are acceptable to us.

Signature of Authorized Representative \_\_\_\_\_

Name of Authorized Representative with date \_\_\_\_\_

**C. BANK'S REQUIREMENT FOR CARS ON MONTHLY HIRING BASIS :**

1. The contract for hiring of cars on Monthly Hiring Basis initially for a period of 1 (one) **year** and extendable upto 2 years as per same terms & conditions and prevailing approved monthly rate (without enhancement of monthly rate), subject to annual review of the performance on mutual consent at the discretion of Bank.
2. The cars can have SBI Logo/ marking on them.
3. The cars should be new and the same cars will continue for the contract period. In case of replacement of the cars, the new car's age will be same as that of the existing car.
4. In case of poor maintenance & services of the car or behavior of the driver/employees of the vendor is found to be unsatisfactory by the SBI, the Bank will terminate the Agreement, after issuing a Notice giving 30 days time and all such financial liability of the car / cars would be of the provider Company / Agency only. Bank will not have any liability in case of above termination.

**D. OTHER TERMS AND CONDITIONS FOR PROVIDING CARS ON MONTHLY HIRING BASIS**

1.

i) The car would be parked overnight at LHO premises or a place identified by the Bank or at the residence of Bank's user official.

ii) The car must be available from 9 A.M. to 7 P.M. daily on working days, subject to maximum 10 Hours. Before or beyond the normal duty hours, overtime will be paid @Rs.50/- per hour, in case the total duty hours exceeds 10 hours per day.

iii) The car may also be provided on holidays and Sundays as per requirement of the Bank's user official. Overtime will be paid @Rs.50/- per hour, in case the total duty hours exceeds 10 hours per day on such days. Moreover, @Rs.300/- per day on Sunday & holiday, will be paid extra.

For Outstation duty, @Rs.400/- per day (including working days, Sundays, holidays) will be paid extra. Outstation duty will be considered when one way distance is beyond 100 KM. As per requirement of the Bank's user official, the car should visit the outstation places within North Eastern States as desired by the Bank.

iv) The monthly car rental would be inclusive of all the charges and taxes, servicing and maintenance of the car, cost of engine oil/ coolant for the car, day-to-day washing of the car, washing/replacement of seat covers, general upkeep of the cars, , cost of uniform of the staff / drivers, renewal of driving license and any other Govt. dues towards the cars and staff of the vendor, cost of Insurance, allowance/wages/any other dues/food/lodging etc. of the Drivers/employees of the vendor and any other cost incurred by the vendor. However, GST will be extra as applicable.

v) In addition to monthly rental Fixed charges, monthly Fuel cost will be paid extra as per actual KM run per month, fixed fuel consumption rate and prevailing fuel rate considering the followings :-

a) The fuel consumption rate is fixed @ **8 KM/per Litre Petrol** for local station (one way distance upto 100 KM will be considered as local station) and **@10KM/per Litre Petrol** for outstation (beyond 100 KM one way distance) of the

car. No increase or decrease of fuel consumption rate will be considered during contract period.

**b)** The actual Total KM run per month on the basis of the records from Log book duly signed by Bank's user official **daily**.

**c)** Prevailing fuel(petrol) rate per litre for the respective month.

**For example**, in a particular month,

- i) Total running KM in station duty is 2,000 KM
- ii) Total unning KM in outstation duty is 500 KM
- iii) Petrol rate for that month : Rs.75/- per litre

Then Total monthly fuel cost =  $\{(2,000 \div 8) + (500 \div 10)\} \times \text{Rs.75/-}$   
=  $300 \times \text{Rs.75/-}$   
= Rs.22,500/- per month

viii) The car providers have to replenish the fuel up to the full tank whenever fuel level comes down to half tank.

ix) Fuel should be procured by the vendor from the pump nearest to Bank's Local Head Office, Guwahati or residence of the Bank's official to whom the car has been allotted and the driver should not take the car to the vendor's office or other places far away for filling of fuel.

x) In absence of Bank's user official, the car will be reported to Bank's Liaison Officer, LHO, Guwahati for allotment of other duty.

2. The successful vendor shall comply with all the rules and regulations relevant to supply and running of hiring of commercial vehicle stipulated by RTO, Guwahati and other Government authorities.

3. They shall comply with all the local laws and statutory laws as applicable and will indemnify the Bank against all actions, claims, suits, loss etc. for non-compliance of laws.

4. They should have their own office at Guwahati atleast for last 3 years (evidence to submit) with telephone facility and contact point for 24 hours and the telephone/mobile numbers concerned shall be given to the user Officer. In addition, they should make dedicated arrangement to ensure that all the cars report on time and are kept clean at the start of duty each morning.

5. Drivers should be medically fit and have antecedents police verified. The driver should be provided with uniforms, identity card and a reliable mobile connection for communication with the user Officer and its capital / recurring cost will be borne by the vendor and not by the Bank. The uniforms should be neat and clean.

7. The cars must be kept clean and periodically serviced and provided with neat seat covers which should be changed at least once in every 15 days or if it becomes dirty for any reason, it should be changed immediately.

8. No rest room/ change room will be provided by the Bank to the drivers/employees of the vendor. No travelling expenses/allowances, boarding and lodging will be provided by the Bank to the drivers/employees of the vendor.

9. The drivers will be the staff of the Company/Agency/proprietary firm as the case may be and not of the Bank. As such, the Bank will not be responsible in any way for the driver's injury, disablement or loss of life etc., if any, due to any accident while on duty. As the drivers are staff of the vendor Company/ Agency/ proprietorship firm concerned, they should comply with all the laws and provisions relating to their employment with the Agency concerned. The Bank will not be liable for their non-compliance of any such rule related to the employment of the drivers.

10. The drivers must have a valid permanent driving license which should be produced by them as and when demanded by the Bank. The driver should be medically fit and will be conversant with the geography of North Eastern states and routes and places in and around Guwahati. The renewal of the driving licenses will be the responsibility of the vendor.

10. The vendors shall replace the driver, if he is not found suitable or desirable by the Bank official with a suitable substitute immediately. If the driver is unable to attend or proceeds on leave for whatsoever reason, the agency shall provide substitute without delay. Needless to mention, all drivers shall also be medically fit and antecedents verified by police.

11. The driver will comply with the orders / instructions given by the Bank's Security Officer or any other concerned officials of the Bank regarding safety and security when the car is in the Bank's premises.

12. The drivers should be neatly dressed and also should be courteous, well mannered and obedient.

13. The successful vendor/Company/Agency/Proprietary firm should maintain a record of the routing of the car on a daily basis, which should be authenticated by the user official concerned on the log sheet;

14. In case the car breaks down on the way or found missing from duty, the vendor will have to pay taxi fare applicable or incurred for similar cars, till suitable alternative arrangements are made. Further, the vendor/Company/Agency will arrange another similar car till the damaged car is repaired. The Company/Agency should undertake suitable periodical maintenance to avoid break downs. The Bank may also impose penalty on the Company/Agency on repetition of such incidences including rejection of the car or terminate the contract of the vendor/Company/Agency as the case may be.

15. In the event of replacement of the vehicle is provided for unavoidable reasons, the authorized make/model of that car should be provided with prior intimation to user deptt.

16. The car provided to the bank will be covered by applicable comprehensive insurance policy at the cost of the vendor/Company/Agency. The Bank shall not be responsible for any damage to the car and compensation to anyone in the event of injury/disablement or loss of life as a result of any accident. The vendor/Company/Agency shall indemnify the Bank against any damage/loss out of accident caused by or to the car.

17. The successful vendor/Company/Agency should ensure and confirm to the Bank that all the drivers provided to the Bank on duty are paid salary and benefits due to them as per the Minimum Wages Act laid down by the appropriate Government under labour laws and other applicable laws. It is the responsibility of the vendor to comply with the renting out of the cars and employment of the drivers/employees of the vendor and the Bank will not be responsible for any negligence in this regard..

18. Initially contract will be for 1 (one) year, however it may be extended further period of 2(Two) years on mutual consent at Bank's discretion at the existing rates and terms & conditions. The Bank shall reserve the right of termination of the Agreement without assigning any reason, by giving 30 days notice to the vendor/Company/Agency concerned during the contract period. No compensation whatsoever will be paid by the Bank to the vendor/ Company/Agency on such termination. If the termination for any reason happens in the middle of the month, the pro-rata basis hire charges shall be payable by the Bank to the Company/Agency, contractor.

19. The Agreement will be terminated without any notice, if the successful vendor/Company/Agency violates any of the terms and conditions of the Agreement accepted by the Company/Agency at any stage of the contract.

20. The Bank is not in any way responsible/liable to meet the repayment of the loan installments of the identified cars to the lender, if any. Cars if financed by State Bank of India and are later rejected/de-hired for any reasons of non-compliance of the terms and conditions, the provider Company/Agency will not have any financial claim during the hired period on State Bank of India. The financial repayment responsibility of all such rejected cars, if any, will solely lie on the Company/Agency. The Bank will not give guarantee for the repayment of the loans, if taken by the bidder.

21. Physical dent, paints or damage to the cars due to any reason during the tenure of the contract should be rectified promptly so as to maintain decent look of the car during the leased / hired period by the vendor at their cost. Failure to comply to it, would enable the Bank to reject such cars for use in remaining period of the contract.

22. **Penalty Clause** :- In case the work is found to be unsatisfactory on a particular day (s) during the month, penalty shall be imposed @ 10% on total monthly rental charges from the monthly dues.

### **23. TERMS OF PAYMENT :-**

The payment to the vendor for providing hiring services will be made on monthly basis as PER APPROVED TENDERED RATE and terms & conditions of the tender after making statutory deductions on submission of monthly Tax Invoice.

### **E. OTHER TERMS AND CONDITIONS:-**

a. The vendor should acquaint himself with the 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.



- b. In case any permission, license or approval from any Municipal, Local authorities or any other Govt. Authorities is necessary, it will be vendor's responsibility to obtain the same at his own cost.
- c. The vendor will attend all the meetings whenever called for and the decisions taken in the meeting will be binding on the vendor.
- d. Bank will not be responsible for any loss to the vendor under any circumstances.
- e. In respect of all workmen or employees directly or indirectly employed by the vendor for the performance of the works mentioned herein, the vendor shall arrange for all the safety provision as per relevant provision of law at his own expense.
- f. The vendor shall have full control over drivers engaged by him shall give necessary guidance and instructions to his employees to carry out the jobs assigned to them by him.
- g. The vendor shall be responsible for the payment of wages and other dues to the drivers employed by him in compliance of Minimum Wages Act and Equal Remuneration Act.
- h. The 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.
- i. The vendor will immediately remove the driver, which may in the opinion of the Bank found to be creating nuisance and the vendor shall not allow such person to work on instruction of the Liaison Officer of the Bank.
- j. It will be vendor's responsibility to ensure that each obligation under this contract is duly performed and observed.
- k. The Bank will not be responsible for any compensations or otherwise for any injury/death caused to any driver / staff of vendor while executing the work under this tender.
- l. The vendor shall not permit any of his employees to use any area of the premises / building for residential or any other purposes.
- m. The 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.
- n. The vendor shall accept and bear full and exclusive liability for the payments of any or all taxes etc. now in force or hereafter imposed, increased and revised from time to time by the Central or State Govt. or by any other authority with respect to or covered by wages, salaries, or other compensations paid or payable to persons engaged by the vendor.
- o. The 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 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 vendor in connection with this contract.

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

q. The vendor shall provide weekly off/holidays to his workmen as per labour laws, but it will be his responsibility to ensure that the service of vehicles are available on seven days of the week.

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

s. The near relatives of employee or employees of the Bank are prohibited from participation in this tender. The 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.

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

u. The vendor shall make arrangements of valid verification of identity to identify each of his drivers/workmen at the security point 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 vendor shall issue identity card to their drivers / workmen & Supervisor. The vendor should provide proper identity card to the employed person.

v. The vendor should have adequate insurance coverage for

i. Third party liability

ii. Drivers / Workmen compensation

w. If the 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 vendor liable for all losses or damages occasioned to the Bank by such failure or neglect.

ii. Hold the 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 driver / workman is not suitable for carrying out the duty then such driver / workman is to be replaced immediately by the vendor.

#### **F. STATUTORY OBLIGATIONS:-**

i. The 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.

- ii. The 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 / 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 vendor shall indemnify the Bank against the penalties/claims or for any default on his part.
- iii. The 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 vendor shall be responsible for maintaining record pertaining to payment of wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.
- iv. The vendor shall make regular and full payment of labour charges, salaries and other payments as per labour laws especially under Minimum Wages Act and Payment of Wages Act to his workmen deputed for the work and furnish necessary information as and when asked.
- v. In case of labour unrest/disputes arising out of non-implementation of any law, the responsibility shall solely lie with the Vendor and he shall remove / resolve the same satisfactorily at his cost and risk. The Vendor will abide by rules, regulations, bylaws and statutes etc. for executing for his job.
- vi. The 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-vendor or the servants of agents of the Vendor, any sub- vendor(s) and/ or the owner. The 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.

# Annexure-A

## BREAK-UP OF QUANTITIES

### FOR CONDUCTING E-TENDER FOR PRICE BID

Hiring of 12 Nos. of “Honda City 1.5 SMT(i-VTEC)(M)” Petrol cars and 2 Nos. of “Honda City 1.5 VXMT(O)(i-VTEC)(M)” Petrol cars for a period of 1(one) year extendable upto 2 years with annual review on monthly rental basis for official use of State Bank Of India, Local Head Office, Guwahati.

Sl. No.	Description	Quantity	Total Nos. of months	Monthly rental charges (in Rs.)	Total Amount (in Rs.) for 1 year
1.	Hiring of “ <b>Honda City 1.5 SMT(i-VTEC)(M)</b> ” (Petrol) Cars on monthly rental basis for official use of State Bank Of India, Local Head Office, Guwahati initially for a period of 1(one) year and extendable upto 2 years as per same terms & conditions and prevailing approved tendered rate subject to annual review at the discretion of the Bank as per terms & conditions of the tender, Technical Bid.	12 Nos.	12		

2.	Hiring of "Honda City 1.5 VXMT(O)(i-VTEC)(M)" (Petrol) Cars on monthly rental basis for official use of State Bank Of India, Local Head Office, Guwahati initially for a period of 1(one) year and extendable upto 2 years as per same terms & conditions and prevailing approved tendered rate subject to annually review at the discretion of the Bank as per terms & conditions of the tender, Technical Bid.	2 Nos.	12		
				<b>Grand Total</b>	

**N.B.**

1. The monthly car rental will be inclusive of all the charges and taxes, servicing and maintenance of the car, cost of engine oil/ coolant for the car, day-to-day washing of the car, cost of uniform of the staff, renewal of driving license and any other Govt. dues towards the cars and staff of the vendor, cost of Insurance, allowance/wages/any other dues/food/lodging etc. of the Drivers/employees of the vendor and any other cost incurred by the vendor. Parking charges/Toll tax, Service Tax, overtime @Rs.50/- per hour before or beyond the normal duty hours and outstation [charges@Rs.400/-](#) per day, extra payment for performing the duty on Sundays and holidays @Rs.300/- per day, toll fee/parking fee will be reimbursed on actual basis on submission of receipts as per terms & conditions of the tender.

**Fuel cost will be paid extra considering the followings :-**

- a) the fuel consumption rate is fixed @ **8 KM/per Litre** Petrol for local station duty and fixed @**10KM/per Litre** Petrol for outstation duty of the car. No increase or decrease of fuel consumption rate will be considered during contract period.
- b) The actual Total KM run per month on the basis of the records from log book duly signed by Bank's user official.
- c) Prevailing fuel(petrol) rate per litre..

2. The number of cars mentioned in this tender is only indicative. The Bank may increase or decrease the number of cars as per Bank's requirement at the lowest accepted tendered rate and terms & conditions of this tender. The additional cars, if any, may be taken by SBI for other offices/branches at Guwahati at the lowest accepted tendered rate and terms & conditions of this tender and monthly payment will be paid directly by the other Offices/branches to the vendor.



**SAMPLE OF E-TENDER FOR PRICE BID AMONG THE TECHNICALLY QUALIFIED VENDORS THROUGH BANK'S SERVICE PROVIDER :-**

**BUSINESS RULES FOR e-TENDERING**

**Name of Work / Project:-** Hiring of 12 Nos. of "Honda City 1.5 SMT(i-VTEC)(M)" petrol cars and 2 Nos. of "Honda City 1.5 VXMT(O)(i-VTEC)(M)" petrol cars for a period of 3(three) years on monthly rental basis for official use of State Bank Of India, Local Head Office, Guwahati **Vide Tender No. Tender/2019-20/..... dated**

.....

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, Ahmedabad - 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	<b>On .....from 11:00 AM to 03:00 PM.</b>  in e-Tendering Website : <a href="https://sbi.abcpocure.com">https://sbi.abcpocure.com</a>
DOCUMENTS ATTACHED	i) Notice Inviting Tenders (NIT)  ii) Business rule for finalization of tender  iii) Terms & conditions of E-Tendering  iv) Process Compliance Statement (Annexure I)  v) TERMS & CONDITIONS OF THE CONTRACT  vi) SPECIAL CONDITIONS OF THE CONTRACT

	vii) Bid Confirmation (Annexure –II)  viii) BOQ- Break-up-of Quantity (Annexure-III)  ix) Electrical installation work terms & conditions  xi) Contact Information.
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Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI may resort to “**E-TENDERING PROCESS**” which comprises of on-line **Price Bid**.

1. For the proposed e-Tendering Process, already TECHNICALLY QUALIFIED VENDORS for the said purpose only shall be eligible to participate.
2. SBILMS will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. SBILMS 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 , etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed format (provided by service provider) before start of e-Tendering Process. Without this the vendor will not be eligible to participate in the event.
6. E-Tendering Process will be conducted on schedule date & time.
7. At the end of E-Tendering Process, the lowest vendorvalue will be known on the network.
8. The lowest vendorhas to fax the duly signed filled-in prescribed format as provided on case-to-case basis to SBILMS through service provider within 24 hours of completion of E-Tendering 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.



### **Terms & Conditions of E-Tendering Process**

1. LOG IN NAME & PASSWORD: Each Vendor 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 vendor will be deemed to have been made by the bidder.

2. BIDS PLACED BY BIDDER: The bid of the vendor will be taken to be an offer to execute the work. Bids once made by the vendor cannot be cancelled. The vendor is bound to execute the work as mentioned above at the price that they bid. Should any vendor back out and not make the supplies at per the rates quoted, SBIIMS and / or ETL shall take action as appropriate.

3. LOWEST BID OF A BIDDER: In case the vendor submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.

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

5. E-TENDERING WINNER: At the end of the Price Bid, who quoted the lowest Grand Total Price (L1 Price) will be the winner.

6. 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.

7. OTHER TERMS & CONDITIONS:

- The Vendor shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders.
- The Vendor shall not divulge either his Bids or any other exclusive details of SBIIMS to any other party.
- SBIIMS's decision on award of Contract shall be final and binding on all the Bidders.
- SBIIMS along with ETL can decide to extend, reschedule or cancel any E-Tender. Any changes made by SBIIMS and / or ETL, after the first posting will have to be accepted if the Vendor 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**
- **All the Bidders are required to submit the Agreement Form (Annexure- I) duly signed to M/s e-Procurement Technologies Pvt. Ltd, Ahmedabad and copy of the same to be send to SBIIMS along with technical bid as mentioned in the above NIT before due date.**

**Process Compliance Form**

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

To  
**e-Procurement Technologies Ltd. (Procure Tiger)**  
**A-201-208, Wall Street-II,**  
**Opp. Orient Club,**  
**Nr. Gujarat College,**  
**Ahmedabad-380 006,**  
**Gujarat, India.**  
**Tel: (079) 40016837 / 835 |**  
**Fax: (079) 40016876**

**Date:**

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

Dear Sir,

**This has reference to the Terms & Conditions for E- TENDER for Hiring of 12 Nos. of "Honda City 1.5 SVMT(i-VTEC)(M)" cars and 2 Nos. of "Honda City 1.5 VX(O)MT(i-VTEC)(M)" cars for a period of 3(three) years on monthly rental basis for official use of State Bank Of India, Local Head Office, Guwahati** **Vide Tender No. Tender/2015-16/..... dated**  
.....

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company/firms.
- 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.
- 9) We, hereby confirm that we will honour the Bids placed by us during the auction process.

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

With regards

Signature with company/firm`s seal

Date:

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

**Scan it and sent this document on [birva@procuretiger.com](mailto:birva@procuretiger.com)/[hemang@procuretiger.com](mailto:hemang@procuretiger.com) and Fax at +91 - 079 - 4001 6876**

## **TERMS & CONDITIONS OF THE CONTRACT**

**E- TENDER FOR** of Hiring of 12 Nos. of "Honda City 1.5 SVMT(i-VTEC)(M)" cars and 2 Nos. of "Honda City 1.5 VX(O)MT(i-VTEC)(M)" cars for a period of 3(three) years on monthly rental basis for official use of State Bank Of India, Local Head Office, Guwahati **Vide Tender No. Tender/2019-20/..... dated .....**

**TERMS & CONDITIONS OF THE TENDER WILL BE AS MENTIONED IN TECHNICAL BIDS.**

### **2.0 Signing of Contract Documents:**

The successful vendor shall be bound to implement the contract by executing an agreement with the user department within 15 days from the receipt of intimation of acceptance of his tender by the Bank. However the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful vendor whether such formal agreement is subsequently entered into or not.

### **3.0 Validity of tender:**

Tender shall remain valid and open for acceptance for a period of six months from the date of price bid. If the vendor withdraws his/ her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank without prejudice to any other right or remedy, the Bank shall be at liberty to forfeit the EMD.

## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 Definitions:**

"Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India (client) and the contractor, together with the documents referred therein including these conditions, the specifications and instruction issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

**1.1** In the contract the following expressions shall, unless the context otherwise have the meaning hereby be respectively assigned to them.

**1.1.1** Owners/'SBI'/the Bank shall mean State Bank of India (client) having its Local Head Office at Dispur, Guwahati, Assam and includes the client's representatives, successors and assigns.

**1.1.4** 'The Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual of firms of company.

The expression 'works' or 'work' shall mean the permanent or temporary work described in the 'scope of work' and /or to be executed in

accordance with the contract and includes all mentioned in the BOQ(Break-up of Quantities ) and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.7 'Specifications' shall mean the specifications referred to in the tender any modifications thereof as may time to time. "Month" means calendar month.

1.1.9 "Day" means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

## **2.0 Language**

The language in which the contract documents shall be drawn shall be English.

## **3.0 Scope of work:**

The Contractor shall carry out, complete and maintain the said work in every respect in strict accordance with this contract and with the directions of and to the satisfaction to the Bank including the dismissal from the work of any person employed/ engaged thereupon.

## **4.0 i) Letter of Acceptance:**

Within the validity period of the tender the Bank shall issue a letter of acceptance by registered post or otherwise despatching at the address of the contractor as given in the tender to enter into a contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the SBI and the contractor.

## **ii) Contract Agreement:**

On receipt of intimation of the acceptance of tender from the SBI, the successful vendor shall be bound to implement the contract and within fifteen days thereof he shall sign an agreement in a non judicial stamp paper of appropriate value.

## **5.0 Copies of Agreement:**

Photo copy of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

## **6.0 Permits, Laws and Regulations:**

Permits and license required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI from any legal actions arising there from.

## **7.0 Assignment and subletting:**

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share thereof or interest therein without the written consent of the SBI through the architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during the progress.

## **8.0 Obtaining information related to execution of work:**

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

#### **9.0 Damage to persons and property:**

The contractor shall except if and so far as the contract provides otherwise indemnify the SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution of the work and against all claims proceedings, damage, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- b) The right of SBI to execute the works or any part thereof on, over under, in or through anybody.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just equitable having regard to the extent of the responsibility of the SBI, their employees, or other employees, or agents or other contractors for the damage or injury.

#### **10.0 Contractor's superintendence:**

The contractor shall fully Indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from provided that the contractor shall not be liable to indemnify the SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect/ consultant in his behalf.

11.0 Third party insurance: The vendor should have adequate insurance coverage for

##### **iii. Third party liability**

##### **iv. Drivers / Workmen compensation**

12.0 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss, injury which may occur to any property including

that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out on the contract.

### **13.0 Minimum amount of Third party Insurance:**

Such insurance shall be affected with an insurer and in terms approved by SBI which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

The minimum insurance cover for physical property, injury, and death is Rs. 5.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

### **14.0 Accident or injury to workman :**

15.0 The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or relation thereto.

### **15.0 Insurance against accident etc. to workmen :**

The contractor shall insure against such liability with an insurer approved by the SBI during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the architect/ consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the consultant when such policy of insurance and the receipt for the payment of the current premium.

16.0 Without prejudice to the others rights of the SBI against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount for any damages costs, charges and other expenses paid by the SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to repair the property destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the Contractor shall not be entitle to any further payment in respect of the expenditure incurred for repairing of the property destroyed or damaged.

## **17.0 No compensation or restrictions of work:**

If at any time after acceptance of the tender SBI decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any work to be carried out, shall give notice in writing to that effect to the contractor and the contractor shall act accordingly. In such event, the Contractor shall have no claim for any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

## **18.0 Action when the whole security deposit is forfeited:**

In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Bank shall have the power to adopt the following course as may deem best suited to the interest of the SBI.

- a) To rescind the contract (of which rescission notice in writing to the contractor shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI.

## **19.0 Owner's right to terminate the contract:**

If the contractor being an individual or a firm commits any 'act of insolvency' or adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Court and the official assignee of the liquidator in such acts of insolvency or winding up unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the contract, and to give security therefore if so required by the Bank.

Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the SBI or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

- a) Has abandoned the contract or
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspends the progress of the works for 14 days after receiving from the written notice proceed, or
- c) Has failed to proceed with the works with such diligence or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or performed the same. Then and in any of said circumstances the SBI may notwithstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the power of SBI or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor.

## **20. Settlement of Disputes and Arbitration**



Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of workmanship or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

i) If the contractor considers that he is entitled to any extra payment or compensation

in respect of the works over and above the amounts admitted or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises & Estate) and

endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor 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 unless notice of such claim shall have been given by the contractor to the Assistant General Manager (OAD), Office Administrative Department, in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (OAD) in writing in the manner and within the time aforesaid.

ii) The Assistant General Manager (OAD) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (OAD) submit his claims to the conciliating authority namely the Dy. General Manager & Circle Development Officer for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (OAD).

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager, SBI, LHO, Guwahati. Such person shall be

entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

## **21.0 Maintenance of registers:**

The contractor shall maintain a log book containing date, driver's name, user official's name with Designation, Deptt, report time, place of reporting, closing duty time, place of visit(station/outstation), start KM reading, closing KM reading, Total KM run per day etc.

## **22.0 Force majeure**

- a. Neither contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities revolution, riots, civil commotion strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act god or for any other cause beyond the responsible control of the party affected or prevented or delayed. However a notice is required to give within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- b. As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- c. Form the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of an

Page

inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall be extended by a period equal to the period of delay occasioned by such events.

- d. Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall consult each other to decide regarding the future execution of this assignment.

### **23.0 Local laws, Acts, Regulations:**

The contractor shall strictly adhere to all prevailing labour laws inclusive of contractor labour regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the acts, laws, any other regulations that are applicable to the execution of the project.

- a. Maximum wages Act 1948 (Amended)
- b. Payment of wages Act 1936 (Amended)
- c. Workmen's compensation Act 1923 (Amended)
- d. Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- e. Apprentice act 1961 (Amended)
- f. Industrial employment (standing order) act 1946 (Amended)
- g. Personal injuries (compensation insurance) act 1963 and any other modifications
- h. Employees' provident fund and miscellaneous provisions act 1952 and amendment thereof
- i. Shop and establishment act
- j. Any other act or enactment relating thereto rules framed there from time to time.

### **24.0 Accidents:**

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the architect/ consultant. The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

## **SPECIAL CONDITIONS OF CONTRACT**

### **1.0 Notice of operation**

The contractor shall not carryout any important operation without the Consent in writing from the Architect/ consultant.

### **2.0 Facilities for contractor's employees**

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

### **3.0 Excise duty, taxes, levies etc.**

The contractor shall pay and be responsible for payment of all taxes including GST, duties, levies, royalties, fees, cess or charges in respect of the work. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the SBI shall not be required to pay any additional or extra amount on his account. Variation of taxes, duties, fees levies etc., except GST, if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on his account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statue or law during the currency of contract the same shall be borne by the Bank on actual basis. The following taxes shall be deducted/paid from the Contractor's bill:

- i. Income Tax as applicable,
- ii. GST on work contract Tax as applicable

### **4.0 Acceptance of tender:**

The SBI shall have the right to reject any or all tenders without assigning any reason. They are not bound to accept the lowest or any tender and the vendor or vendors shall have no right to question the acts of the SBI. However adequate transparency would be maintained by the SBI.

### **5.0 Government and Local Rules:**

The Contractor shall conform to the provisions of all local byelaws and Acts relating to the work and to the Regulations etc. of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by the said Act, Rules, Regulations and byelaws etc. and pay fees payable to such authority/ authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking encroachment and restorations etc. and shall indemnify the Employer against such liabilities and shall defend all action arising from such claims of liabilities.

### **6.0 Dismissal of Workmen:**

The Contractor shall on the request of the SBI immediately dismiss from work any person employed thereon by him, who may in the opinion of the SBI be unsuitable or incompetent or who may misconduct himself. Such discharge

shall not be the basis of any claim for compensation or damages against the SBI or any of their officer or employee.

#### **7.0 Idle Labour:**

Whatever the reasons may be, no claim for the labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

#### **8.0 SAFETY MEASURES AT SITE:**

1. All personnel at site should be provided with safety belts, equipments etc..
2. First Aid Box should be kept in cars with all requisite materials.

## ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the.....day of ..... between the State Bank of India, a Corporation constitute under the State Bank of India Act, 1955 and having its LHO at Dispur, Guwahati and many other places (hereinafter referred to as "the OWNER").

AND M/s.....having its registered office at .....(hereinafter referred to as the 'Contractor' of the OTHER PART.

WHEREAS the Owner is desirous of executing .....work at..... (hereinafter called the 'works')

AND WHEREAS the owner has caused the specifications of the car, price schedule of quantities of the work to be executed at the SBI ..... as per conditions of the contract and special conditions, subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the Contractor has deposited with the owner Rupees.....

..... as security deposit for the due performance of the agreement AND WHEREAS the Owner issued work order therefore to the contractor.

AND WHEREAS said cars inclusive of the specifications, priced schedule of quantities, condition of contract and special conditions etc. of the tender (hereinafter collectively referred to as the said condition) have been signed by the parties hereto and the contractor has agreed to execute the works upon and subject to the said conditions.

Agreed to execute upon and subject to the conditions set forth herein and Schedule of Items and quantities general conditions of contract, Specification and all correspondences exchanged by or between the parties from the submission of tender till the award of work, both letter inclusive, (all of which are collectively hereinafter referred to as "the said condition") the work as described in the said specification and included in the schedule of items and quantities at the respective rates therein at of such other sum as shall become payable there under (Hereinafter referred to as "the said contract amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payment to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions executed the completed the works as described in the said specifications and the said priced schedule of quantities.
2. The owner will pay monthly basis as per quantity of the items and rates specified in the tender, hereinafter call the contract sum or such other sum as shall become payable hereunder at the times and in the manner specified in

the said condition. However, the actual sum will be paid on the actual value of work done, irrespective of the contract sum.

3. The tender submitted, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.
4. The said contract comprises ..... works as above mentioned, and shall subsidiary works connected therewith as may be ordered to be done from time to time by the said Owner as per requirement.
5. Notwithstanding what are stated in the special condition, conditions, of contract and hereinafter stated the owner through the Architect/consultant reserves to himself the right to alter the drawings and nature of the work and of adding to or omitting any items of works from or of having portions of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contact.
6. The said condition shall be read and be treated as forming part of this Agreement, and the parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and perform the same on there part to be respectively observed and preferred.
7. Any dispute arising under this Agreement shall be referred to the arbitration of a sole arbitrator appointed with consent of the Owner and the contractor as indicated in the Article of the general conditions. The award of the arbitrator shall be final and binding on both parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first hereinabove written

WITNESS

1.

2.

EXECUTANTS

1. OWNER

2. CONTRACTOR

Common Seal

In case of the company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the director etc. as the case may be affixing common seal may be initial in token thereof and also by putting their names.

## **Annexure II**

To  
e-Procurement Technologies Ltd. (ProcureTiger)  
A-201- 208, Wall Street-II,  
Opp. Orient Club,  
Nr. Gujarat College,  
Ahmedabad-380 006,  
Gujarat, India.  
Tel: (079) 40016837 / 835  
Fax: (079) 40016876

**Sub: E- tender FOR** Hiring of 12 Nos. of "Honda City 1.5 SVMT(i-VTEC)(M)" cars and 2 Nos. of "Honda City 1.5 VX(O)MT(i-VTEC)(M)" cars for a period of 3(three) years on monthly rental basis for official use of State Bank Of India, Local Head Office, Guwahati **Vide Tender No. Tender/2019-20/..... dated .....**

Ref : 1 \_\_\_\_\_

2. e-tender dt. ....

3. Our Offer No. dt.

Dear Sir,

We confirm that we have quoted.

1. \_\_\_\_\_

(Price quoted on Total cost to SBI basis – Item Rate.....)

as our final lump sum prices during the e-tender conducted today.



The item wise detail rates are appended herewith.

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

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

**CONTACT INFORMATION**

<b>E-Procurement Technologies Ltd.</b>	<b>State Bank of India</b>
<p>A-201-208, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India</p> <p>Fax:- 91 - 079 - 4001 6876</p> <p>Tel.:- 91 - 079 - 4001 6837 / 6835 / 6886 / 6867 / 6852/ 6865</p> <p><b>E-mail :</b> <b>manalee.madhu@abcprocure.co</b> <b>m</b></p>	<p>State Bank of India Office Administrative Deptt. 2<sup>nd</sup> Floor, "A" Block Local Head Office, Guwahati</p> <p><b>Shri Girish Choudhury</b> <b>Asstt. Vice President(E),</b> PH- +91-9435047923</p>