



EXPRESSION OF INTEREST FOR CATERING &
CARETAKING SERVICES AT STATE BANK OF INDIA

- 1) OFFICERS' GUEST HOUSE, PANJABARI, GUWAHATI
- 2) OFFICERS' TRANSIT CAMP, KAZIRANGA
- 3) SENIOR OFFICERS' GUEST HOUSE, SARUMOTORIA,
GUWAHATI

**ASSISTANT GENERAL MANAGER
PREMISES & ESTATE DEPARTMENT
3RD FLOOR, SBI LOCAL HEAD OFFICE BUILDING,
P.O. ASSAM SACHIVALAYA,
DISPUR
GUWAHATI-781 006**

TABLE OF CONTENTS

1. Notice Inviting Applications
2. Minimum Eligibility Criteria for Qualifying in Technical Bids
3. Application-cum-Technical Bid format
4. Scope of Catering Services
5. Scope of Caretaking Services
6. General Terms and Conditions of the tender

1. NOTICE INVITING EXPRESSION OF INTEREST (EOI) VIDE TENDER ID: P&E/2021-22/62 dated 27.09.2021

State Bank of India invites EOI from experienced eligible firms/individuals for Catering & Caretaking Services at State Bank of India:

- i) Officers' Guest House, Panjabari, Guwahati
- ii) Officers' Transit Camp, Kaziranga
- iii) Senior Officers Guest House, Sarumotoria, Guwahati

| | | |
|----|---|---|
| 1) | Scope of the Work | <p>: CATERING SERVICES (Services of providing all meals viz. Bed tea, breakfast, lunch, evening tea/coffee with snacks, dinner for the occupants as per menu decided by Bank)</p> <p style="text-align: center;">&</p> <p>CARETAKING SERVICES (Cleaning and Housekeeping of the premises) at SBI Officers' Guest House, Panjabari, Guwahati, Officers' Transit Camp, Kaziranga & Senior Officers' Guest House, Sarumotoria, Guwahati.</p> <p><i>e-Tender for Price Bid will be floated separately for the following Officers' Guest House/Transit camps among the qualified vendors :-</i></p> <ul style="list-style-type: none"> i) SBI Officers Guest House, Panjabari, Guwahati. ii) SBI Officers' Transit Camp, Kaziranga iii) SBI Senior Officers Guest House, Sarumotoria, Guwahati |
| 2) | User Department | <p>: Premises & Estate department, 3rd floor, "A" Block, State Bank of India, Local Head Office, Guwahati, Assam</p> |
| 3) | Availability of Application-cum-tender documents | <p>: Application-cum-tender documents can be downloaded from the Bank's website www.sbi.co.in > SBI in the News>Procurement News from 27.09.2021 to 19.10.2021</p> |

| | | |
|----|---|---|
| 4) | Technical Bid | : The Application-cum-Technical Bid (Hard copy) 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 " <u>Application for Expression of Interest for Catering & Caretaking Services at at SBI Officers' Guest House, Panjabari, Guwahati, Officers' Transit Camp, Kaziranga & Senior Officers Guest House, Sarumotoria, Guwahati</u> " in the " TENDER BOX " kept at Ground Floor, "A" Block of Local Head Office Building of State Bank of India, Guwahati on or before 19.10.2021 up to 02:00 PM. |
| 5) | <u>Date and Time of opening of Technical Bids</u> | On 19.10.2021 at 03.00 PM 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. After opening, the Technical Bids will be evaluated on the basis of the minimum eligibility criteria specified in this Tender. |
| 6) | Contact details for any clarification | : Premises & Estate department, 3 rd floor, "A" Block, State Bank of India, Local Head Office, Dispur-781 006, Assam |
| 7) | Note: | |
| a) | In case the date of submission of Technical Bids / Pre-Bid Meeting is declared as a holiday, the date will be considered on the next working day at the same time. | |
| b) | Vendors who do not fulfill the minimum eligibility criteria need not apply. Any incomplete application and / or not fulfilling the minimum eligibility criteria will be summarily rejected. Moreover, the conditional applications (Technical Bids) are liable for rejection. | |
| c) | All pages of the Technical Bid documents 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 official stamp should be affixed on each page. | |
| d) | Application-cum-Technical Bid with documents received after the due date and time will not be considered and be summarily rejected. | |

| | |
|----|---|
| e) | Applicants are advised to fill in the details asked for strictly as per the enclosed forms. Applications may be rejected if relevant details are not furnished in prescribed formats and also which do not meet the qualification requirements. |
| f) | In case multiple applications from the same bidder is received, all the bids of such bidders shall be liable to be cancelled. |
| g) | Corrigendum, if any, is to be followed as published in Bank website www.Bank.co.in under Procurement news only. |
| h) | Bank reserves the right to cancel or postpone or modify the tender at any stage without assigning any reason thereof. |
| | -Sd- Assistant General Manager Premises & Estate Department Local Head Office 3rd Floor 'A' Block Guwahati |

2. MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID :-**A. Only those applicants who possess the following eligibility criteria should apply along with the documentary proof.**

The applicant shall be an established firm having adequate similar experience in providing for both regular catering services (providing all meals viz. bed tea, breakfast, lunch, evening tea/coffee with snacks, dinner regularly for **minimum 30 persons per day**) and caretaking services (Housekeeping & maintenance for **minimum 2000 sq. ft. areas**) services for **minimum 1(one) year contract period** in Training Institutes/Guest Houses/Transit Houses/Hostels of PSU/ nationalized Banks/State and Central Govt. Organizations/ reputed Universities, Autonomous Institutes and Corporate Entities of repute etc. during the last 07 (Seven) years. The experience of catering may either be in the same organization in which the firm has been providing caretaking services or it may be in a different organization of the eligibility type. However, **Partial bids (only for catering service or only for caretaking services)** will not be entertained.

- i) The applicant's average Annual Financial Turnover during last 03 (three) years should be at least INR 1.50 lakh.
- ii) Bank's solvency certificate amounting to INR 1.50 lakh.
- iii) The applicant must possess valid certificates / license for food catering services from the Central Licensing Authority under Food Safety and Standards Act,2006 as applicable.
- iv) The applicant must be in continuous operation for the last 03(Three) years.
- v) 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 considered.
- vi) The applicant must be having sufficient no. of experienced staff.
- vii) The cut-off date for reckoning experience would be 31st August 2021.

- B. The applicants should possess the following supporting documents and must submit self-attested photocopies of the following supporting documents along with application-cum-Technical Bid:
- a) Valid Certificate / License from the appropriate authority (the Central Licensing Authority under Food Safety and Standard Act, 2006).
 - b) PAN Card in the name of the proprietor/firm/company.
 - c) Goods & Service Tax (GST) registration.
 - d) Documents supporting Applicant's average Annual Financial Turnover during last 03 (three) years for minimum INR 1.50 lakh.
 - e) Details of sufficient experienced Staff engaged by the firm.
 - f) Latest valid Bank's solvency certificate amounting to INR 1.50 lakh.
 - g) Income Tax return for last 03 (three) years.
 - h) Work order & completion/in operation satisfactory certificate from the clients whose work has been undertaken in the last 07 (Seven) years.
 - i) Document as proof of year of Establishment of the firm with not less than 03(Three) years
 - j) Trade License.
 - k) EPF & ESI registration.
 - l) Labour license.

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) (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 for food catering services from the Central Licensing Authority under Food Safety and Standards Act,2006 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 | Yes/No |
| 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 03 (three) years (year wise) and furnish balance sheet and Profit & Loss A/c. for the last 03 years. | |
| 12) | Bank Account 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 for minimum Rs.1.50 Lakhs) | |
| 14) | PAN No. (Income tax) Enclose certified copies of document as evidence | |
| 15) | Goods & Service Tax(GST) No. Please enclose documentary evidence | |
| 16) | Whether last three years IT returns filed (Please enclose certified copies of the IT returns of the last (03) 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. (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). | |
| 23) | Please mention whether your any relative(s) is (are) working in the State Bank of India with the name, relationship, address etc. | |
| 24) | 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, EOI documents & this Application form along with Annexure and my/our firm fulfills the eligibility criteria for qualifying in technical bid described in this EOI documents.

(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 Bank 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, Bank 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 Bank.

I / We understand that this is merely an application & does not entitles me /us to be necessarily qualified in Technical Bid by Bank and Bank 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 07 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 Catering & Caretaking services | Number of Employees engaged | Contract Value/Total Monthly Bill amount (Rs.) |
|---------|---|---|-----------------------------|--|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

Signature of Authorized Representative _____

Name of Authorized Representative _____

Date: _____

Place: _____

Note: Bank 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 Bank to make inquiries about them with those clients.

4. SCOPE OF CATERING SERVICES :-

CATERING SERVICES for providing all meals viz. tea, breakfast, lunch, dinner regularly for 26 persons per day with both vegetarian and non-vegetarian meals will be served according to the menu decided by Bank as per its requirement:-

| | |
|---------------------------------------|-------------------------|
| i) Bed Tea | : -06:00 AM – 07:00 A.M |
| ii) Breakfast | : -08:30 AM to 09:30 AM |
| iii) Fore-noon Tea | : -11:15 AM to 11:30 AM |
| iv) Lunch | : -01:15 PM to 02:00 PM |
| vi) Afternoon Tea | : - 03:15 PM – 03:30 PM |
| vii) Evening Snacks with tea / coffee | : - 05:00 PM – 05:30 PM |
| viii) Dinner | : - 08:30 PM – 09:30 PM |

B) GENERAL REQUIREMENTS :-

The following arrangements will be under the scope of the Bank :-

i) Cooking utensils, appliances, crockery, cutlery, table linens, plates, Tumblers / Jugs in the guest rooms, supply of napkins, neat towels, Refrigerator, Micro-oven, Gas connection including refills, hot plates etc. as required at site to site. The Bank will, also, supply furniture i.e. the requisite number of dining tables, chairs, crockery cabinets, in the Dining Hall as per requirements.

ii) The Contractor will engage bearers / waiters including cooks exclusively for the kitchen / Dining Hall. The bearers/waiters shall be provided with appropriate uniforms by the Contractor at his own expenses and the Contractor shall ensure that the bearers/ waiters are in uniform and wearing gloves and caps while serving tea / coffee, lunch / dinner, etc.

iii) The Contractor will also engage a separate set of workers/labourers for Caretaking (maintenance) services. They shall also be provided with appropriate uniforms by the Contractor at his own expenses, differentiating them from those engaged in Catering services and the Contractor shall ensure that the workers/labourers are in the uniform while they are on duty. Any default will lead to penalty per person out of uniform.

iv) The bearers/ waiters/ workers will be the workmen of the Contractor only and there shall be no relation of employee & employer, master & servant etc between the bearers/ waiters/ workers engaged by the Contractor & the Institute (Bank). In no case they shall claim to be the

employees of the Bank or the Institute. Nor they shall claim their wages/ any compensation etc. from the Institute as they shall be the sole responsibility/ liability of the Contractor.

v)The Contractor shall have to engage the services of only major, able, efficient, healthy, honest and well-behaved person for cooking, catering, cleaning, etc. at his cost and responsibility. These persons shall be considered for all legal and contractual purposes as the employees of the Contractor himself. The Contractor will have full control and responsibility for the service conditions, wages, claims, damages, compensation, etc. in respect of employees appointed by him and will also be responsible for the due compliance with all the requirements of all statutory obligations and to pay all claims, costs, damages, expenses , fine or penalties, which may arise out of any claims, suit or prosecution for contravention thereof. The Contractor shall comply with all the statutory laws and local laws like Labour Laws, Payment of Minimum Wages Act, ESI, Employee's P F Act, Insurance Act, etc and the Contractor undertakes, accepts and admits absolute and complete responsibility for service conditions etc as said herein. The Contractor will have to supply and get verified a list of bearers/waiters/workers engaged by him on daily basis along with the next day's menu of meals. Any default will be considered a deficiency in services.

vi) The Contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 & ensure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rules framed there under and which are used by the Contractor during the course of the services under the contract. The Contractor shall also obtain adequate insurance policy in respect of his workmen engaged for the service, towards meeting the Liability of compensation arising out of death, injury/ disablement at work etc. & shall regularly and punctually pay each and every premium as & when the same shall become due during the currency of the contract and provide a copy to the Institute for record.

v)The Contractor will ensure high quality of services. The Contractor or his authorized Manager will always be present while breakfast, lunch and dinner are being served in the Dining Hall at the premises and during pre-lunch and post-lunch tea / coffee breaks. The Contractor will also call on the In-Charge of Bank user deptt. at least thrice a week or whenever requested, to discuss the arrangements, complaints regarding the running of the mess.

vi)The user deptt. reserves the right to get the sanitation arrangements in the mess checked by the Health Department or any competent authority and it will be the sole responsibility of the Contractor to keep the kitchen / mess in good sanitation with use of disinfectants. It should be ensured that no insects/cockroach etc., are found in the food. Any deviation will lead to penalty.

vii)One room-cum-store with one single bed to the Contractor for his use. The Contractor will ensure that no other person / outsider is allowed to use the bed-room allotted to him. No living quarters will be provided by the Bank for the kitchen staff/bearers/waiters/workers. The Contractor will also ensure that his staff does not trespass the office/hostel premises except while on duty.



viii) Bank will provide water supply and electricity but not electric power for cooking.

Other terms & conditions including penalty clauses would be incorporated in the tender document while conducting e-tender guest house/transit camp wise.

Note: All the above-mentioned scope of works is indicative and not exhaustive and it will vary Guest House to Guest House; Bank reserves the right to add/delete any work under the scope of work.

5. SCOPE OF CARETAKING SERVICES :-

Caretaking Services for providing Cleaning and Housekeeping services of the premises of the Guest House/Transit Camps including all rooms/other areas/parking/surrounding areas, lobbies etc. as applicable.

The contractor shall be responsible for performance of under noted duties :-

A) CLEANING :

The Contractor shall maintain the premises regularly in the context of Sweeping, brooming, washing and cleaning of the floors, cleaning and dusting of furniture, fixtures & fittings in the entire premises of the Guest House/Transit Camps and other miscellaneous cleaning such as cleaning electrical fittings, doors, windows, furniture, etc. The sanitary fittings shall always be kept in first class condition by using the necessary cleaning materials such as Phenyl, Naphthalene balls, Vim and acid, chemicals, liquid soaps etc.. The mess and kitchen premises shall be swept and cleaned at least three times a day. Responsibility for getting the blocked flush systems/ gutters cleaned shall be that of the Contractor. The Contractor shall also arrange for daily spray of Baygon/Good Night/ All Out to keep the rooms/ bathrooms/Dining Halls / Class rooms / Corridors free from mosquitoes/ cockroaches/ pests.

B) HOUSE KEEPING :-

The housekeeping shall include making the beds of the rooms i.e. spreading bed-sheets on bed, bed sheets under quilts/blankets, bed covers, changing of the bed-sheets, pillow covers, handling of curtains, etc to maintain a 5*(Five Star rated) hotel ambience in the hostel rooms. The bed-sheets, bed covers, pillow covers, towels shall be got washed by the Contractor only from the washerman (to be approved by the Bank). The charges thereof shall be paid by the Bank at the rates decided from time to time. The total stock of bed covers/ sheets, mosquito nets, blankets, towels etc. handed over in bulk shall be under the custody of the Contractor. However, torn/worn out articles shall be replaced by new articles at the cost of the Bank on which marking Bank in indelible ink shall be got done by the Contractor. Any loss due to any other reason would be recovered from the Contractor. The Contractor shall be responsible for any loss due to theft/pilferage/damage of Bank's property caused due to negligence or carelessness or any fault on the part of the Contractor or any of his workers and also liable to pay to the Bank such amount of loss as per penalty clause of the Tender Document.

C) OTHER REQUIREMENTS :-

- i) The Contractor shall arrange for providing of drinking water at the rooms in jugs.
- ii) Movement of furniture and other articles from one place to another within the premises of the Institute would be provided by the Contractor at his cost.

iii) The Contractor shall carry out duties entrusted to him in a satisfactory manner. For this purpose he shall employ adequate staff.

iv) The Contractor shall also arrange for the smooth running of the premises, such as visit to State Electricity Board's Office or Telephone Office, or local Municipal authorities etc. on work relating to power supply or telephone connection and garbage disposal etc. The Contractor will take care of the premises, the fittings, furniture & fixtures and installations in the buildings.

v) The Contractor shall keep the Bank indemnified against all the claims, if any that may arise out of negligent handling.

vi) If the Bank suffers any loss on account of non-performance or on account of any act of commission or omission on the part of the Contractor or the persons engaged by him or by reason of his negligence or misconduct in the due discharge of the duties, the Bank will be entitled to recover the loss from the Contractor.

vii) The Contractor shall bear all costs and expenses in respect of all charges, stamp duty, etc. in respect of all Agreements that may be entered into with the Institute to give effect to this agreement and also in respect of Agreement that may be entered into at a later date.

viii) The Contractor shall alone bear all the taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State/ Central Government(s) or any local body or authority for and in connection with the rendering the services. Bank will not entertain any claim whatsoever on this account.

ix) The Contractor should possess, for the entire duration of the contract, all the licences and registrations as may be required under any law and shall be responsible to register himself and obtain a valid licence under Contract Labour (Regulation & Abolition) Act, 1970 and comply all the statutory Laws including provisions of Section 16, 17, 18, 72 and 73 of the CL(R&A) Act, 1970 .

x) The contractor would employ a separate set of his/her/their own personnel in the age range of 18 to 35 years for Caretaking services and above with sound physique free from any contagious disease. They shall also be provided with appropriate uniforms by the Contractor at his own expenses, differentiating them from those engaged in Catering services and the Contractor shall ensure that the workers/labourers are in the uniform while they are on duty. Any default will lead to penalty per person out of uniform.

xi) The workers/labourers will be the workmen of the Contractor only and there shall be no relation of employee & employer, master & servant etc between the bearers/ waiters/ workers engaged by the Contractor & the Bank. In no case they shall claim to be the employees of the Bank. Nor they shall claim their wages/ any compensation etc. from the Bank as they shall be the sole responsibility/ liability of the Contractor.

xii) The Contractor shall have to engage the services of only major, able, efficient, healthy, honest and well-behaved labour/workers at his cost and responsibility. These persons shall be considered for all legal and contractual purposes as the employees of the Contractor himself.



The Contractor will have full control and responsibility for the service conditions, wages, claims, damages, compensation, etc. in respect of employees appointed by him and will also be responsible for the due compliance with all the requirements of all statutory obligations and to pay all claims, costs, damages, expenses, fine or penalties, which may arise out of any claims, suit or prosecution for contravention thereof. The Contractor shall comply with all the statutory laws and local laws like Labour Laws, Payment of Minimum Wages Act, ESI, Employee's P F Act, Insurance Act, etc and the Contractor undertakes, accepts and admits absolute and complete responsibility for service conditions etc as said herein.

xiii) The Contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 & ensure and keep insured contractor's all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rules framed there under and which are used by the Contractor during the course of the services under the contract. The Contractor shall also obtain adequate all risk insurance policy in respect of his workmen engaged for the service, towards meeting the Liability of compensation arising out of death, injury/ disablement at work etc. & shall regularly and punctually pay each and every premium as & when the same shall become due during the currency of the contract and provide a copy to the Bank for record.

Note:

All the above-mentioned scope of works is indicative and may vary from guest house to guest house. Bank reserves the right to add/delete any work under the scope of work.

6. GENERAL TERMS & CONDITIONS OF THE TENDER :-**1) Opening & Evaluation of Application-cum-Technical Bids :-**

- i) The Bidders' names will be announced at the time of technical Bid opening.
 - ii) Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances.
 - iii) Bank will examine the Bids to determine whether they are complete in all respect and all required formats have been furnished. The submitted documents have been properly signed, and the Bids are generally in order.
 - iv) Prior to the detailed evaluation, Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, the Bid which conforms to all the terms and conditions of the Bidding Document without any deviations will be treated as a responsive Bid.
 - v) The determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
 - vi) If a Bid is not responsive, it will be rejected by Bank and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.
 - vii) Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
 - viii) During evaluation and comparison of bids, Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
- 2) The acceptance of any Technical Bid or otherwise for consideration for empanelment will vest with Bank and Bank does not bind to accept any or all the applications received and 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/Price Bid.

3) **The Price Bid shall be conducted through on-line (e-Tendering) through Bank's Service Provider as per BOQ finalized as per Bank's requirement amongst the empanelled vendors from time to time.**

4) Selected 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, 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 Security Money with Bank, at the sole discretion of Bank.**

5) **SECURITY MONEY:**

Security Money of 3% shall be deducted from each monthly/quarterly bill of the successful contractor.

6) **ASSIGNMENT :-** The vendor shall perform its obligations under the contract personally and shall not assign, in whole or in part its obligations to perform under the contract or any third party.

7) **RESOLUTION AND DISPUTES:**

All disputes or differences whatsoever arising between the parties shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Guwahati. During the arbitration proceedings the vendor shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Guwahati.

8) **USE OF CONTRACT DOCUMENTS AND INFORMATION**

The vendor shall not without Bank's prior written consent, make use of any document or information provided by them in Bid document or otherwise except for purposes of performing contract.