



P&E/2024-25/Tender/86 dated 24.10.2024

**TENDER DOCUMENT**

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

**INVITES ON-LINE TENDERS**

**THROUGH SBI E-TENDER PORTAL <https://www.tenderwizard.com/SBIETENDER>**

**SERVICE PROVIDER: M/S ANTARES SYSTEM LIMITED, BANGALORE**

Sl. No.	Description	
(a)	Tender ID	P&E/2024-25/Tender/86 dated 24.10.2024
(b)	Tender Name	ANNUAL OPERATION, REPAIR AND MAINTENANCE CONTRACT OF PLUMBING WORK AT OFFICER'S RESIDENTIAL COMPLEX BHANGAGARH FOR A PERIOD OF 2 YEARS
(c)	Ending Date & Time for TECHNICAL BID	02.11.2024 upto 02:00 PM

The Contractors/Vendors who are in the list of approved empanelled contractors/vendors finalised in May 2022 by SBI, Local Head Office, Guwahati (Guwahati Circle) for the respective category of work i.e. for Repair and maintenance works.

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

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



**NOTICE INVITING TENDERS**

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

1.	Name & location of Work	: <b>ANNUAL OPERATION, REPAIR AND MAINTENANCE CONTRACT OF PLUMBING WORK AT OFFICER'S RESIDENTIAL COMPLEX BHANGGARH FOR A PERIOD OF 2 YEARS</b>
2.	Availability of tender documents	: Tender documents will be issued to the eligible contractors by the service provider <b>M/s. Antares Systems Limited</b> and <b>also can be</b> downloaded from the Bank's website <a href="http://www.sbi.co.in">www.sbi.co.in</a> under section ' <b>Procurement news</b> '.
3.	Technical Bid	: The following Documents should be submitted in the Technical Bid in ONLINE MODE i.e scan copies of the following documents to M/SANTARES SYSTEM LIMITED on or <b>before 02.11.2024 upto 02:00PM :-</b>  i) <b><u>Earnest Money Deposit (EMD)</u></b> amounting to <b>Rs.6,500.00 (Rupees Six thousand Five hundred only.)</b> to be deposited through M/S ANTARES SYSTEM LIMITED on online mode.  ii) <b><u>The applicant having registration with MSME is exempted from submitting the EMD amount subject to submission of relevant MSME registration certificate. (relevant copy to be enclosed)</u></b>  iii) <b><u>The Process Compliance Form as at Annexure-I</u></b> Duly filled, signed and stamped by the Bidder as token of acceptance of all the terms & conditions stipulated in this tender.  The Bidder, who failed to submit any of the above mentioned documents, will be disqualified in Technical Bid and will not be allowed to participate in the Price Bid. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in e-Tendering Process.
4.	Initial Security Deposit	: 2% of total amount calculated for a period of 2 years as per the quoted monthly rate by the successful bidder.

5.	Price Bid	:	<p><b>The Lowest Bidder will be finalized from the Price Bid submitted by the Contractors through on-line Price Bid</b> on Item rate system (The details of the tendering process are indicated in <b>"BUSINESS RULES FOR e-TENDERING"</b>.The Details of the events is as under:-</p> <p>i) Submission of <b>On-Line Price Bid :On 02.11.2024</b></p>
5.	Opening of Price Bid	:	After completion of the e-Tendering process and L1 Bidder will be informed for their confirmation of the quoted L1 Price.
6	<b>Estimated Cost</b>	:	<b>Rs. 27,039.00 per month excluding GST</b>
7.	Validity of Tenders	:	For a period of 90 days from the date of opening of Price Bid.
8.	Commencement of the work	:	The date of commencement of the work will be reckoned as the date of handing over site or 15 days from the date of issue of Work Order of the tender whichever is later
9.	Deduction of Income Tax and GST	:	<p>A) TDS on Income Tax/GST will be deducted at source as per Govt. Guidelines.</p> <p>B) The contractor should comply with the following;</p> <p>i. Contractor should have GST Registration Number</p> <p>ii. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision</p> <p>iii. In case of Correction in the bills after scrutiny, contractor should submit fresh invoice for payment</p> <p>iv. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor.</p>
10.	Terms & mode of payment	:	<p><b><u>i) No advance Bill payment will be paid.</u></b></p> <p>ii) Security deposit and statutory deductions will be made as applicable.</p> <p>iii) The contractor should furnish details of the Bank, A/c no, IFSC code etc.</p>
11.	Contact details for any clarification	:	<p>Premises &amp; Estate Department  ,3rd Floor, SBI, LHO Building, Guwahati,  Dispur-<b>781006</b>,</p>
12.	Contact details for any e-Tender related queries	:	<p><b>Service provider:</b>  M/s. Antares Systems Limited,  Registered Office:#24, Sudha</p>

	<p>Complex, 3rd Stage, 4th Block, Bangalore – 560079, Karnataka. Ph.:080-49352000/40482000 Fax:080-49352034</p> <p>Help Desk: 9073677150/9073677151/9073677152/033 46046611 Contact Persons: (On working days 9AM to 6PM)</p> <p><u><i>J.Mr.KushalBose</i></u> <u><i>Mobile No.:+917686913157</i></u> <u><i>e-Mail:kushal.b@antaressystems.com</i></u></p> <p>You are requested to contract the agency for further guidance on e-tendering process</p>
<b>Notes:</b>	
a)	All Bidders are informed that, price bidding for the work will be through e-tendering method. The bill of quantity of tender i.e “ <b>Price Bid</b> ” is to be submitted online on e-tendering portal. Work Order will be placed on the basis of closing L1 price by bidders in the “Price Bid.
b)	The Bidders are expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required as per the Tender Documents or submission of bids not substantially responsive to the Tender Documents in every respect will be at the Bidders risk and shall result in rejection of the Tender.
c)	In case the date of submission of Technical Bid, Online Price Bid is declared as a holiday, the respective date will be considered on the next working day at the same time. The bidder, who is the authorized representative and participating on behalf of company/ Dealer/vendor, should have a valid digital signature certificate (DSC) for this tender.
d)	SBI reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.
e)	The Bidders are strongly advised to visit the site before submitting their Price Bid to make the work complete in all respects within the stipulated completion time.
f)	Corrigendum: (If any) is to be followed as published in <a href="https://etender.sbi/">https://etender.sbi/</a> portal.
	<p><b>(For and on behalf of State Bank of India)</b></p> <p><b>Assistant General Manager</b> <b>Premises &amp; Estate Department</b> <b>3<sup>rd</sup>Floor, A Block ,</b> <b>Local Head Office, Guwahati</b></p>

**BUSINESS RULES FOR e-TENDERING**

Name of Work / Project:-

**ANNUAL OPERATION, REPAIR AND MAINTENANCE CONTRACT OF PLUMBING WORK AT OFFICER'S RESIDENTIAL COMPLEX BHANGAGARH FOR A PERIOD OF 2 YEARS**

BUYER NAME	State Bank of India
E-TENDERING TO BE CONDUCTED BY	SBI Service Provider: M/s. Antares Systems Limited, Registered Office:#24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079, Karnataka. Ph.:080-49352000/40482000 Fax:080-49352034 <b>Help Desk: 9073677150 / 151 / 152 / 1800-3096630 / 080-40482100 / 033 4604 6611</b> <b>Contact Persons:</b> 1. Mr. Subrata Sheet Mobile No.: +91 96747 58723 e-Mail: <a href="mailto:subrata.s@antaressystems.com">subrata.s@antaressystems.com</a> 2. Mr. Kushal Bose Mobile No.: +91 96747 58719 e-Mail: <a href="mailto:kushal.b@antaressystems.com">kushal.b@antaressystems.com</a>
DATE & TIME OF ON-LINE PRICE BID	<b>02.11.2024 UPTO02:00 PM.</b> in e-Tendering Website : <a href="https://www.tenderwizard.com/SBIETENDER">https://www.tenderwizard.com/SBIETENDER</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 with detailed estimate (Annexure-III) ix) installation work terms & conditions xi) Contact Information.



**Type of On-line Price Bid :-**

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

1. For the proposed e-tendering process, already empanelled vendors for the said purpose who fulfill all terms and conditions including deposit of Earnest money amount only shall be eligible to participate.
2. SBI 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. SBI will inform the 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 e-mail 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. The lowest bidder has to e-mail the duly signed filled-in prescribed format as provided on case-to-case basis to SBI through service provider within 24 hours of completion of auction without fail.
8. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with SBI as per prevailing procedure.

**Procedure of "E-TENDERING PROCESS" :-**

9. For the proposed e-Tendering Process, already empanelled vendors for the said purpose who qualified in Technical Bids only shall be eligible to participate.
10. SBI will engage the services of a service provider **M/S Antares Systems Limited** who will provide all necessary training and assistance before commencement of on line bidding on Internet.
11. SBI will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
12. Business rules , tender details, event date, time etc. will be communicated through service provider for compliance in addition to uploading the same in Bank's website.
13. Bidders have to send the duly signed Process compliance form in the prescribed format (provided by service provider) , On-line Payment details for Tender Fee and Earnest Money Deposit within the stipulated date & Time as Technical Bid, failing which, the vendor/contractor will not be eligible to participate in the price bid event.
14. E-Tendering Process will be conducted on schedule date & time.



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15. The lowest bidder has to send e-mail the duly signed filled-in prescribed formats as provided on case-to-case basis to SBI within 24 hours of completion of E-Tendering without fail.
  
16. 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.



Process Compliance Form

Annexure- I

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

Date:

To,

M/s. Antares Systems Limited,

Registered Office: #24, Sudha Complex,

3rd Stage, 4th Block, Bangalore – 560079, Karnataka.

e-Mail: [kushal.b@antaressystems.com](mailto:kushal.b@antaressystems.com)

**Sub: Agreement to the Process related Terms and Conditions for the e-Tender for ANNUAL OPERATION, REPAIR AND MAINTENANCE CONTRACT OF PLUMBING WORK AT OFFICER'S RESIDENTIAL COMPLEX BHANGAGARH FOR A PERIOD OF 2 YEARS**

Dear Sir,

This has reference to the Terms & Conditions for " e-Tendering

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the all the terms & conditions specified in the tender, Commercial Terms and the Business rules governing the e-Tendering Process and the RFP as mentioned in your letter and confirm our agreement to them.
3. We also confirm that we have taken the training on the E-Tendering tool and have understood the functionality of the same thoroughly.
4. We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-Tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-Tendering event.
5. We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
6. We also confirm that we will send the e-mail the price confirmation of our quoted price as per Annexure II and the format as requested by SBI/ ETL.
7. We, hereby confirm that we will honour the Bids placed by us during the e-Tendering process.
8. **I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We will quote our price in the E-Tendering.**

With regards

Signature with company seal

Date:

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and sent this document on [agmpne.lhoguw@sbi.co.in](mailto:agmpne.lhoguw@sbi.co.in)



## **General Instructions to the Tenderers**

1. No Tender will be accepted after scheduled time and date.
2. The contractor should quote their rates inclusive of all taxes/duties/levies (i.e. Commercial Tax, Education Cess, TDS etc. as applicable to a contractor and are subject to deduction at source by the bank from bills/dues) including wastage, transportation of material to the aforesaid work site, etc(**except for GST**).
- 3 The tender should remain valid for acceptance by the Bank for a minimum period of 90 days from the date its opening, which period may be extended by mutual agreement and tenderer shall not cancel or withdraw the tender during this period.
4. No advice for any change in rate or conditions after the opening of the tender will be entertained.
5. Time is the essence of this contract. The contractor whose tender is accepted shall take up the work on hand immediately from the date of receipt of written work order.
6. The Bank does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so.
7. The contractors are requested to acquaint themselves with the site conditions, terms& conditions, schedule of items and technical specifications of the tender and should seek requisite clarifications, if required, from this office before quoting the rates.
8. The contractor has to obtain approval of materials/samples from the Bank prior to its Procurement and use in the work.
9. In case contractor fails to undertake the work at site within 7 days from the date of issue of work order, the Bank reserve the rights to entrust the work to any other contractor at its discretion and earnest money deposit of defaulter contractor will be forfeited.
10. The contractor should quote reasonable and workable rates for individual items. Wherever necessary, contractor, on demand, has to submit rate analysis of desired items within stipulated period.
11. The contractors quoting abnormally low/erratic rates may be asked to submit performance guarantee in the form of Bank Guarantee of suitable amount decided by the Bank, before award of work. The minimum amount of said Bank Guarantee shall be equal to the difference in tender amount quoted by the contractor and 92.5% of the estimated cost assessed by the Bank. Alternatively, the



contractor may choose to deposit the said amount in the form of STDR/FDR in favor of **Assistant General Manager (P&E), State Bank of India, LHO, Guwahati**. This Bank Guarantee/STDR/FDR will be treated as an additional security deposit (ASD) for due fulfillment of contract and will be retained by the Bank for entire completion period of the project. The contractor shall undertake not to cancel/withdraw the said Bank Guarantee/STDR/FDR during currency of contract. In case contractor fails to undertake the job within stipulated time or leave the same incomplete or carryout substandard work, the Bank will be at liberty to forfeit the initial security deposit/EMD and additional security deposit by invoking Bank Guarantee / en-cashing STDR/FDR.

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

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

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

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

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

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

18. Conditional Tenders are liable for rejection.



19. If in the opinion of the Bank the rates quoted by any contractor are found unworkable keeping in view the specifications proposed and workmanship expected, the Bank may choose to reject such tenders within its sole discretion and without any notice to the contractors. Moreover, no claim/correspondence will be entertained by the Bank in such cases.

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

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

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

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



**ANNUAL OPERATION, REPAIR AND MAINTENANCE CONTRACT OF PLUMBING WORK AT OFFICER'S RESIDENTIAL COMPLEX BHANGAGARH FOR A PERIOD OF 2 YEARS**

**1.SPECIAL TERMS & CONDITIONS:**

1. The vendor should arrange for engagement of 1 semi-skilled plumbing assistant @ 26 days from 9AM TO 5PM and holidays or on call at any emergency.
2. The plumbing assistant will maintain all the pipelines for regular supply of water and check all the taps in the building for free flow of water and rectify leakages of water, if any.
3. The plumbing assistant should clear all the connecting pipe junctions, pipes fitted in the building.
4. The plumbing assistant would look after and ensure uninterrupted supply of water in all toilets, kitchens, dining halls and other delivery points daily.
5. The plumbing assistant would repair any leakage from pipes, joints, valves, and other fittings as and when required (material cost will be paid extra ).
6. The plumbing assistant should look after and ensure proper disposal of water from toilets, kitchens, dining halls, roof slabs and balconies through waste pipes, rain-water pipes and other outlets daily.
7. The plumbing assistant should repair/replace-damaged bibcock, pillar cocks, valves, supply pipes and other fittings as and when required. The materials to be replaced are to be shown to the concerned Engineer. The cost of the materials/fittings shall however be borne by the Bank as per actual.
8. *The firm would maintain a register incorporating defects observed and corrective measure taken on a day-to-day basis and put up the register to the concerned engineer for his perusal/ observation. The payment for materials will be paid on the basis of the compliance register.*
9. In case the work is found to be unsatisfactory on a particular day (s) during the month, penalty shall be imposed for the same number of day (s) @ 10% on monthly rate on pro-rata basis from the monthly dues.
10. Further the vendor has to engage additional manpowers for cleaning of internal drain of the premises on weekly basis. No additional cost will be borne by the Bank .

11. The contractor will provide weekly off / holidays to his personnel as per applicable laws/ labour laws but it will be his responsibility to ensure uninterrupted services on all days. The successful tenderer shall take necessary license from the Astt. Labour Commissioner and comply with the Central Labour Act 1970.

**2.ADDITIONAL TERMS AND CONDITION:**

a. The contractor will have to attend all complaints immediately. Preferably, the complaint should be attended on the same day. In case of unavoidable circumstances, if the time required for attending the complaint is likely to exceed 24Hrs. the same should be brought to the notice of the residence well in time and adequate stop gap arrangements will have to be made by the contractor to avoid inconvenience. The complaints made by the occupants should be resolved by the vendor within the stipulated time as mentioned below from the entry of the complaint in the register maintained in the complex with consultation with the engineer concerned.

Sl. No.	Type of the complaint	Stipulated time
1.	Water leakage in the flats	Immediately
2.	Defects in supply main / sub-main	2 day
3.	Replacement of the sanitary & plumbing fittings	1 day

- b. The repair work shall be carried out to the satisfaction of the occupant & list of the material (Challan copy) used for the work should be duly signed by the occupant.
- c. The rates quoted by the contractor should remain valid for two years from the date of commencement of maintenance work. However, the payment shall be made by the Bank on monthly basis in the following month subject to rendering satisfactory maintenance services during month on production of bills & other required documents (original purchase receipts/cash memo etc. relating to purchase of material etc.) in support of claims.
- d. The contractor shall satisfy the Bank showing adequate recorded proof that the minimum wages, ESI, contribution to provident fund as applicable are being paid to his personnel as required under various Statutory Acts notified by the Government from time to time. The monthly retainer fee agreed to by the contractor shall include all salaries, wages, leave, workmen compensation, insurance, income tax, bonus if any and all or any other payments applicable as per Central/State Government Regulations. The Bank shall have no employer-employee relationship with persons deployed by the contractor and the liability of the Bank will be limited to the agreed rates only.

- e. The contractor will have to maintain all types of records for consumption & receipt of material, complaint book, Work completion report signed by the Concerned department etc. as directed by the Bank from time to time and other instructions from the Bank in this regard.
- f. The contractor will ensure that the defects are attended to promptly & efficiently. If, at any point of time, the services rendered by the contractor are not found satisfactory, the Bank will be at liberty to terminate this agreement at any time with one month notice and without prejudice to the bank's rights and remedies to claim or receive damages or compensation for any loss or inconvenience caused to or suffered by it.
- g. The contractor shall be responsible for any loss due to theft/pilferage and/or damage to the Bank's property, when such damage is/in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the contractor or his workmen/employees engaged for the services. The contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.

### 3. **ACCIDENTS/INSURANCE:**

The contractor will be responsible to bear payments of compensation (under Workmen's Compensation Act or if any, other such similar Laws for the time being in force & amended from time to time by Govt.), in the event of loss of life of any person(s) or any injury or of any physical hazard of any nature, whatsoever and howsoever described, to his workers or to the third party or to any residents or their dependents, friends, relatives by any or all acts of commissions or omissions of the contractor himself or of any persons working under him or claiming through him to be his agent during the governing of this agreement. The contractor takes out adequate insurance cover at his cost.

- 4. In case of any happens during the operation and maintenance of the equipment leading to injuries/damages/disablement/death to human beings, the contractor shall be solely liable and responsible to settle the claims arising out of such accident and shall also indemnify the Bank against all claims, actions, loss, damages, costs, Charges, expenses (including legal expenses) which the Bank may suffer or incur on account of such accident.
- 5. The Bank will not be liable or responsible financially or otherwise for any injury/disablement/death caused to any personnel of the contractor while executing the work under this Tender. The contractor shall obtain adequate insurance policy in respect of his workmen engaged for the

Work, towards meeting the liability of compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.

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

8. **SAFETY CODE:**

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

9. **INCOME TAX AT SOURCE:**

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

10. **PENALTY:**

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

11. The security deposit may be forfeited at the discretion of the bank in case the work is not carried out to the entire satisfaction of Bank.

12. The Bank may at its discretion (but is not bound to) renew the contract for a further period of one year subject to such terms & conditions as may be stipulated in this behalf by the bank and satisfactory performance.

13. The contractor should sign all the documents, papers in duplicate in token of acceptance of all the terms & conditions & all the annexure enclosed hereto.



14. The contractor should submit ownership/partnership letter along with the signed agreement.
15. That the awarding of the maintenance & repair contract for the aforesaid works being personal in nature, the contractor shall not assign or subcontract or grant any license in respect of the aforesaid works to any person whatsoever without the knowledge & prior written permission of the bank or part with the possession of any space / material given to him by the Bank & the Bank will be at liberty to terminate this agreement upon notice of such violations or irregularities by the contractor.
16. The contractor shall not do or permit to be done any action whether by way of commissions or omissions whereby the value of the materials supplied to him or the plumbing fitting & fixtures in the aforesaid complex is/are deteriorated diminished nor do or permit to be done any act of waste, pilferage or do permit to be done anything in the aforesaid Premises whereby the Bank is made to incur any liability or responsibility to Municipal, GMC, & other local safety authorities.
17. In the event of the contractor failing to undertake or carryout the aforesaid maintenance/repair works or absconds during the currency of this agreement with or without any material supplied to him or leaves without payment to his labourers of the wages, compensation, remunerations & any other money payable to any of the labourers, the Bank shall be entitled to forfeit the security deposit furnished by the contractor without assigning any reason & without incurring any liability whatsoever to the labourers. The powers conferred under this clause on the bank is in addition to & without prejudice to any other power or right or remedy which the bank may have against the contractor under the law, time being in-force in this behalf.
18. The contractor specifically agree for the safe custody & storage of the various materials supplied to him by the bank, if any and shall indemnify the bank for all the losses in the event of any theft, robbery, fire or civic disturbances & will not allow any free access to any person who is not acceptable to the bank.
19. The successful bidder/contractor shall:-
  - a. Ensure that he/she deploys only adult, trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the maintenance works.
  - b. Be responsible for and arrange to bear costs of such equipment's, materials and other paraphernalia as Bank considers necessary for effectively rendering the services required by the Bank
  - c. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons employed by him/her for the





purposes for rendering the services required by the Bank under this tender. Written records for having made these payments will be submitted to the Bank, at monthly intervals, for its verification.

- d. Maintain neatly, completely and legibly registers, records, reports and submit for inspection by various authorities at short notice.
- e. Ensure that his/her employees, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the contractor and /or his employees have observed the same.
- f. Ensure that no employee of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractors obligations.
- g. Be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- h. Supply identity cards to his/her employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card for all the times they are working in Bank's premises.
- j. Obtain police verification of all his/her employees or agents.

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

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

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

23. The contractor shall ensure payment of minimum wages to the workmen employed by him/them shall maintain a register of wages and shall issue a wage slip to every workman employed by him/them and obtain their signature or thumb impression on the wage slips in the presence of the Bank's authorized officer assigned



for this work. A copy of such wage slip shall be submitted to the Bank after every payment to the workmen.

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

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

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

34. The contractor will have to carry out the necessary repairs even during night hours also in case of any emergency.

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

Yours faithfully

ASST. GENERAL MANAGER (P & E)

**ANNEXURE-1****SAFETY CODE**

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



**Proforma of Agreement**

This ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ between the State Bank of India, a Corporation constituted under the State Bank of India Act, 1955 and having its LHO at Guwahati and many other places (hereinafter referred to as "the BANK") which expression shall include its successor or successors and assigns) of the ONE PART through the Assistant General Manager (Premises & Estate) as authorised.

AND

M/S....., a proprietorship firm having its office at .....(thereinafter referred to as the 'CONTRACTOR') of the OTHER PART.

Whereas the Bank is desirous of engaging a contractor for maintaining of plumbing lines of its Complex situated at Officer's Residential Complex, Bhangagarh, Guwahati and award the work of contract to the aforesaid proprietorship firm as contractor for this purpose.

Whereas the aforesaid firm desirous to undertake the aforesaid work of the Bank as contractor with the following terms & conditions.

Now the agreement witnesses as under

**GENERAL TERMS AND CONDITIONS OF CONTRACT**

**1.SPECIAL TERMS & CONDITIONS:**

12. The vendor should arrange for engagement of 1 semi-skilled plumbing assistant @ 26 days from 9AM TO 5PM and holidays or on call at any emergency.
13. The plumbing assistant will maintain all the pipelines for regular supply of water and check all the taps in the building for free flow of water and rectify leakages of water, if any.
14. The plumbing assistant should clear all the connecting pipe junctions, pipes fitted in the building.

15. The plumbing assistant would look after and ensure uninterrupted supply of water in all toilets, kitchens, dining halls and other delivery points daily.
16. The plumbing assistant would repair any leakage from pipes, joints, valves, and other fittings as and when required (material cost will be paid extra ).
17. The plumbing assistant should look after and ensure proper disposal of water from toilets, kitchens, dining halls, roof slabs and balconies through waste pipes, rain-water pipes and other outlets daily.
18. The plumbing assistant should repair/replace-damaged bibcock, pillar cocks, valves, supply pipes and other fittings as and when required. The materials to be replaced are to be shown to the concerned Engineer. The cost of the materials/fittings shall however be borne by the Bank as per actual.
19. *The firm would maintain a register incorporating defects observed and corrective measure taken on a day-to-day basis and put up the register to the concerned engineer for his perusal/ observation. The payment for materials will be paid on the basis of the compliance register.*
20. In case the work is found to be unsatisfactory on a particular day (s) during the month, penalty shall be imposed for the same number of day (s) @ 10% on monthly rate on pro-rata basis from the monthly dues.
21. Further the vendor has to engage additional manpowers for cleaning of internal drain of the premises on weekly basis. No additional cost will be borne by the Bank .
22. The contractor will provide weekly off / holidays to his personnel as per applicable laws/ labour laws but it will be his responsibility to ensure uninterrupted services on all days. The successful tenderer shall take necessary license from the Astt. Labour Commissioner and comply with the Central Labour Act 1970.

## **2.ADDITIONAL TERMS AND CONDITION:**

- a. The contractor will have to attend all complaints immediately. Preferably, the complaint should be attended on the same day. In case of unavoidable circumstances, if the time required for attending the complaint is likely to exceed 24Hrs. the same should be brought to the notice of the residence well in time and adequate stop gap arrangements will have to be made by the contractor to avoid inconvenience. The complaints made by the occupants should be resolved by the vendor within the stipulated

time as mentioned below from the entry of the complaint in the register maintained in the complex with consultation with the engineer concerned.

<b>Sl. No.</b>	<b>Type of the complaint</b>	<b>Stipulated time</b>
1.	Water leakage in the flats	Immediately
2.	Defects in supply main / sub-main	2 day
3.	Replacement of the sanitary & plumbing fittings	1day

- b. The repair work shall be carried out to the satisfaction of the occupant & list of the material (Challan copy) used for the work should be duly signed by the occupant.
- c. The rates quoted by the contractor should remain valid for two years from the date of commencement of maintenance work. However, the payment shall be made by the Bank on monthly basis in the following month subject to rendering satisfactory maintenance services during month on production of bills & other required documents (original purchase receipts/cash memo etc. relating to purchase of material etc.) in support of claims.
- d. The contractor shall satisfy the Bank showing adequate recorded proof that the minimum wages, ESI, contribution to provident fund as applicable are being paid to his personnel as required under various Statutory Acts notified by the Government from time to time. The monthly retainer fee agreed to by the contractor shall include all salaries, wages, leave, workmen compensation, insurance, income tax, bonus if any and all or any other payments applicable as per Central/State Government Regulations. The Bank shall have no employer-employee relationship with persons deployed by the contractor and the liability of the Bank will be limited to the agreed rates only.
- e. The contractor will have to maintain all types of records for consumption & receipt of material, complaint book, Work completion report signed by the Concerned department etc. as directed by the Bank from time to time and other instructions from the Bank in this regard.
- f. The contractor will ensure that the defects are attended to promptly & efficiently. If, at any point of time, the services rendered by the contractor are not found satisfactory, the Bank will be at liberty to terminate this agreement at any time with one month notice and without prejudice to the bank's rights and remedies to claim or receive damages or compensation for any loss or inconvenience caused to or suffered by it.
- g. The contractor shall be responsible for any loss due to theft/pilferage and/or damage to the Bank's property, when such damage is/in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the contractor or his workmen/employees engaged for the services. The contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.

3. **ACCIDENTS/INSURANCE:**

The contractor will be responsible to bear payments of compensation (under Workmen's Compensation Act or if any, other such similar Laws for the time being in force & amended from time to time by Govt.), in the event of loss of life of any person(s) or any injury or of any physical hazard of any nature, whatsoever and howsoever described, to his workers or to the third party or to any residents or their dependents, friends, relatives by any or all acts of commissions or omissions of the contractor himself or of any persons working under him or claiming through him to be his agent during the governing of this agreement. The contractor takes out adequate insurance cover at his cost.

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

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

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

8. **SAFETY CODE:**

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

9. **INCOME TAX AT SOURCE:**

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

10. **PENALTY:**

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

11. The security deposit may be forfeited at the discretion of the bank in case the work is not carried out to the entire satisfaction of Bank.
12. The Bank may at its discretion (but is not bound to) renew the contract for a further period of one year subject to such terms & conditions as may be stipulated in this behalf by the bank and satisfactory performance.
13. The contractor should sign all the documents, papers in duplicate in token of acceptance of all the terms & conditions & all the annexure enclosed hereto.
14. The contractor should submit ownership/partnership letter along with the signed agreement.
15. That the awarding of the maintenance & repair contract for the aforesaid works being personal in nature, the contractor shall not assign or subcontract or grant any license in respect of the aforesaid works to any person whatsoever without the knowledge & prior written permission of the bank or part with the possession of any space / material given to him by the Bank & the Bank will be at liberty to terminate this agreement upon notice of such violations or irregularities by the contractor.
16. The contractor shall not do or permit to be done any action whether by way of commissions or omissions whereby the value of the materials supplied to him or the plumbing fitting & fixtures in the aforesaid complex is/are deteriorated diminished nor do or permit to be done any act of waste, pilferage or do permit to be done anything in the aforesaid Premises whereby the Bank is made to incur any liability or responsibility to Municipal, GMC, & other local safety authorities.
17. In the event of the contractor failing to undertake or carryout the aforesaid maintenance/repair works or absconds during the currency of this agreement with



or without any material supplied to him or leaves without payment to his labourers of the wages, compensation, remunerations & any other money payable to any of the labourers, the Bank shall be entitled to forfeit the security deposit furnished by the contractor without assigning any reason & without incurring any liability whatsoever to the labourers. The powers conferred under this clause on the bank is in addition to & without prejudice to any other power or right or remedy which the bank may have against the contractor under the law, time being in-force in this behalf.

18. The contractor specifically agree for the safe custody & storage of the various materials supplied to him by the bank, if any and shall indemnify the bank for all the losses in the event of any theft, robbery, fire or civic disturbances & will not allow any free access to any person who is not acceptable to the bank.

19. The successful bidder/contractor shall:-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. The contractor will have to carry out the necessary repairs even during night hours also in case of any emergency.

**A. TERMS OF PAYMENT**

The payment to the contractor for providing plumbing services will be made on monthly basis as quoted by the contractor in the reverse auction. For other materials the payment will be made as per prevailing market rate.

**B. INITIAL SECURITY DEPOSIT (ISD): -**

An amount of Rs..... is required to be deposited in the form of '**Demand Draft/Banker' Cheque in favour of "AGM (P&E), SBI, LHO, Guwahati" payable at Guwahati** as ISD within 07(Seven) days of issuing the work order. The deposit can be made from any branch of SBI. After depositing the sum, the contractor should send confirmation of deposit to P&E Department, SBI, Local Head Office, Guwahati, over phone (0361-2237596) / fax (0361-2237532) or as mentioned in contact list. Please note that such ISDs shall not carry any interest. If the work is not found satisfactory by the bank, the ISD will be forfeited.

**C. OTHER TERMS AND CONDITIONS:-**

a. That the contractor shall engage fully trained and adequately experienced plumber, who is medically fit, with proven integrity. They should be free from all infectious diseases. The contractor shall ensure that workmen observe cleanliness and they are courteous polite and prompt while rendering the services.

b. The contractor should acquaint himself with the site conditions, rules and regulations issued by the local authorities, availability of materials, 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.

c. The rates quoted shall cover the salary of the plumber, statutory instruction & local labour laws. If rates quoted by the contractor is found inconsistent and overall tender is abnormally low or high for any specific item(s), the Bank reserves the right to reject such tenders.

d. The contractor shall make his own arrangement for procuring all the materials required for execution of the above work and may store the same at site at his own risk & cost.

e. In case any permission, license or approval from any Municipal, Local authorities or any other Govt. Authorities is necessary, it will be contractor's responsibility to obtain the same at his own cost.

f. Removing debris from the site shall be contractor's responsibility at no extra cost will be paid.

g. The rates quoted shall cover for execution of the work after office hours and Holidays, Sunday and in stages.

h. The contractor will have to make his own arrangements for watch and ward for protecting the materials etc, at all times, until the Addition & Alteration work is completed to the satisfaction of the Bank. The Bank will not be responsible for the theft or loss of the material / tools, etc till the completion of the work.

i. The contractor will attend all the meetings whenever called for and the decisions taken in the meeting will be binding on him.

- j.** Bank will not be responsible for any loss to the contractor under any circumstances.
- k.** In respect of all workmen or employees directly or indirectly employed by the contractor for the performance of the works mentioned herein, he shall at his own expense arrange for all the safety provision as per relevant provision of law.
- l.** The contractor shall have full control over workmen engaged by him, whether skilled or unskilled, and the contractor shall give necessary guidance and instructions to his employees to carry out the jobs assigned to them by him.
- m.** The contractor shall be responsible for the payment of wages and other dues to the contract labour employed by him in compliance of Minimum Wages Act and Equal Remuneration Act.
- n.** The contractor 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.
- o.** The contractor / contractor will immediately remove the contract labour, which may in the opinion of the Bank found to be creating nuisance and the contractor shall not allow such person to work in the site on instruction of the Assistant General Manager (P&E) of the Bank from the premises.
- p.** It will be contractor's responsibility to ensure that each obligation under this contract is duly performed and observed.
- q.** The contractor shall be responsible for any loss caused due to theft/pilferage/damage to the Bank's property including the fittings, fixtures, furniture or other equipments, entrusted in his charge or any property belonging to the Bank's staff / guest / customers when such a loss / damage is, in the Bank's opinion, caused due to negligence or carelessness or any fault on contractor's part or that of his supervisor or any of the contractor's employee or workmen and the contractor shall be liable to pay to the Bank such amount in respect of such damages / losses as may be assessed by the Bank. Further the contractor shall personally be responsible for good conduct and satisfactory antecedents of the contract labour employed by him.
- r.** The Bank will not be responsible for compensations or otherwise for any injury/death caused to any staff of contractor while executing the work under this Agreement.
- s.** The contractor shall not permit any of his employees to use any area of the premises / building for residential or any other purposes.
- t.** All materials and equipments required for carrying out the work will be provided by the contractor in sufficient quantity and these shall be of best quality as approved by the Bank. All expenses for the same shall be borne by the contractor.
- u.** The contractor 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.
- v.** The contractor 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 contractor.

**w.** The contractor shall bind himself / it's executor or administrator or successors and shall indemnify and hold harmless the Bank in respect of this contract, including all claims, damages proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of the contractor in respect of violation of any of the provisions of Laws/Acts/Rules or regulations having the force of law or any award or decision by any competent tribunal, court of authority in respect of the workmen or any one, employed/engaged by the contractor in connection with this contract.

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

**y.** The contractor shall provide weekly off/holidays to his workmen as per labour laws, but it will be his responsibility to ensure that the work is completed within time stipulated in the work order from the Bank, without any delay at all.

**z.** The Bank shall make statutory deductions at source as applicable.

**aa. No child labor shall be employed by the contractor to carry out any of the works/services covered under this Agreement.**

**bb.** The near relatives of employee or employees of the Bank are prohibited from participation in this tender. The contractor shall have to submit an undertaking to the effect that his/their no near relative or relatives is/are employee(s) of the Bank.

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

**dd.** The contractor shall make arrangements to identify each of his workmen at the security point while entering the premises before resuming work and while departure after completing each day's work. However, they are liable to be checked at any time during their work and anywhere within the premises by the Security. The Security personnel of the Bank are authorized to check the belongings of the workmen while entering and leaving the office premises for security reasons. The contractor shall issue identity card to their workmen & Supervisor. The contractor should provide proper identity card to the employed person.

**ee. The contractor should have adequate insurance coverage for**

**1. Third party liability**

**2. Workmen compensation**

**ff.** If the contractor fails or neglects to observe or perform the terms and conditions of the agreement or any of them, the Bank may: -

1. Hold the contractor liable for all losses or damages occasioned to the Bank by such failure or neglect.

2. Hold the contractor liable to pay damages and compensation for loss and inconvenience caused by dislocation of services.

3. In case it is felt by the Bank that any workman is not suitable for carrying out the work inside the premises, then such workman is to be replaced immediately by the contractor.

b) The contract is effective from .....and valid upto.....

**B. STATUTORY OBLIGATIONS:-**

1. The contractor 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.

2. The contractor shall be responsible to register himself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under and the / contractor must comply with and carry out all the provisions and obligations under the said Act and Rules there under, including renewal of license and furnish all information to the Bank as may be required by Act/Rules and the contractor shall indemnify the Bank against the penalties/claims or for any default on his part.

3. The contractor shall be responsible for proper maintenance of all Registers, Records and counts so far as these relate to the compliance of any statutory provision/obligations. The / contractor 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.

4. The contractor 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.

5. In case of labour unrest/disputes arising out of non-implementation of any law, the responsibility shall solely lie with the Contractor and he shall remove / resolve the same satisfactorily at his cost and risk. The Contractor will abide by rules, regulations, bylaws and statutes etc. for executing for his job.

6. The contractor shall at all times indemnify and keep indemnified the Bank and its Officers, servants and agents from and against all third party claims, whatsoever including not limited to property loss and damage, personal accident, injury or death of person of any sub-contractor or the servants of agents of the Contractor, any sub-contractor(s) and/ or the owner. The / contractor 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.

**C. TERMINATION:-**

1) The Bank reserves the right to terminate the contract any time during the pendency of the contract on failure by the contractor to adhere to the conditions hereinabove indicated or agreed in the contract. Such termination will be





communicated in writing to the contractor and any work affected beyond date of termination of the contract shall not be measured and paid for.

2) In case the Bank decides to terminate the contract, it shall do so by giving 1 (one) month notice.

iii. If the performance of the successful contractor is found to be unsatisfactory, the Bank reserves the right to cancel in part or whole the contract and get the work executed through alternative means at the entire risk and cost of the contractor with whom the work order was first placed. In such cases, the contractor should make good all losses that the Bank may incur due to this. The Bank may proceed with legal actions if necessary.

Any dispute arising under this agreement shall be referred to the arbitration of a sole arbitrator appointed with consent of the Bank 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

Executants

1.

1.Bank

2.

1.

2.Contractator

2.

**LIST OF APPROVED MATERIALS****SANITARY & PLUMBING WORKS**

Sl. No	Material	Quality / brand
1	WC pan ( Indian Orissa type)	Parryware/ Hindware/Cera
2	WC pan (European)	Parryware/ Hindware/Cera
3	Lipped front urinal	Parryware/ Hindware /Cera
4	Wash basin	Parryware/ Hindware/Cera
5	Mirror	Agmeco/Sona or equivalent
6	Glass shelf	Agmeco/Sona or equivalent
7	Soap Tray	Parryware/Hindware/Cera
8	Towel rail	Agmeco/Sona or equivalent
9	CP bib cock	Agmeco/Sona or equivalent
10	CP stop cock	Agmeco/Sona or equivalent
11	CP concealed stop cock	Agmeco/Sona or equivalent
12	Valve	Zoloto
13	GI pipes	TATA
14	GI fittings	ISI quality
15	CPVC pipes	Supreme/Prince/ Finolex /Ajay
16	CPVC fittings	Supreme/Prince/ Finolex /Ajay

Note :

1. In case of non availability of a particular brand /item , substitute brand/item must be approved by Engineer –in-charge before put to use.
2. Sound Engineering / construction practice will be followed to ensure quality , strength and aesthetics.



## PRICE BID

SN	DESCRIPTION	AMOUNT (PER MONTH) (in Rs.)
1	One(1) PLUMBING ASSISTANT (SEMI-SKILLED) FOR 26 DAYS INCLUDING EPF @12%, ADMIN. CHARGE FOR EPF @0.5 %,EDLI CHARGE @0.5 % AND ESI @ 3.25 %( <b>Minimum rate : Rs. 22,185.15 as per Minimum wages act</b> )	
2	Service Charges [3.85% (minimum)] as per Govt. norms on SI No: 1( <b>Minimum rate : Rs. 854.13</b> )	
3	Cleaning of internal drain weekly (i.e 4 times a month)	
4	GRAND TOTAL	