



TENDER ID: MUM201902047

SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.

(A Wholly Owned Subsidiary of SBI)

CIRCLE OFFICE

State Bank of India – LHO, C-6, 'G' Block, Synergy Building, 3rd Floor BKC, Bandra (E), Mumbai - 400 051,

Part – I

(Technical Bid)

TENDER FOR OPERATION AND ANNUAL MAINTENANCE CONTRACT FOR VARIOUS AIRCONDITIONING SYSTEM AT STATE BANK OF INDIA 'ZONAL OFFICE, S.V. PATEL MARG , NAGPUR - 440 001 .

{ONLY OEMS & REPUTED DEALERS ENGAGED IN PROVIDING OPERATION & MAINTENANCE FOR AIRCONDITIONING SYSTEM ARE ELIGIBLE TO APPLY & QUOTE FOR THIS TENDER}

Name of The Tenderer:

Address:

.....

.....

GSTIN:



PART-'A'

NOTICE INVITING TENDERS

SBI Infra Management Solutions Pvt. Ltd., Circle Office, Mumbai, State Bank Of India – LHO, C-6, 'G' Block, Synergy Building, 3rd Floor BKC, Bandra (E), Mumbai - 400 051 on behalf of State Bank of India, LHO, Mumbai invite tenders from **OEMS & their authorised dealers** for **Operation And Annual Maintenance Contract For Air-conditioning system - At State Bank Of India 'ZONAL OFFICE, S.V. PATEL MARG , NAGPUR - 440 001 From 1st April 2019 to 31st March 2020.**

2.. The other details of the tender are as under:

| | | |
|----|-----------------------------|--|
| 1. | Name of Work | Tender for Operation And Annual Maintenance Contract For Various air-conditioning systems At State Bank Of India ZONAL OFFICE, S.V. PATEL MARG , NAGPUR - 440 001. Time period of contract : 1 st April 2019 to 31 st March 2020 |
| 2 | Cost of Tender Documents | Rs. 2000/- (Rs. TWO Thousand Only) to be paid through State Bank Collect ONLY as detailed under; 1) login https://www.onlinesbi.com 2) Select SB Collect from Top Menu, click the check box and "Proceed" 3) Select "All India" in "State of Corporate/Institution" & Select "Commercial Services" in "Type of Corporate/Institution" then "Go" 4) Select "SBI Infra Management Solutions pvt. Ltd" in Commercial Services Name and "Submit" 5) Select "Tender Application Fee" in "Payment Category" and enter the "Tender ID" exactly as given in first page top of this tender(characters in uppercase Only). 6) Fill up all fields such as email, GST No., Mobile No, Vendor/Firm Name etc and make payment. 7) Enclose payment receipt having unique reference No. along with EMD. |
| 3 | Earnest Money Deposit (EMD) | Rs. 5,000/- (Rs. Five Thousand Only) in the form of Demand Draft issued by any Nationalized/Scheduled Bank drawn in favour of "SBI Infra Management Solutions Pvt. Ltd." payable at Mumbai which shall be converted into Security Deposit for successful contractor, whose tender is accepted. |
| 4 | Security Deposit (ISD) | The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted "annual contract value" including EMD as Security Deposit (SD) in the form of banker's cheque/demand draft issued by any Nationalized/Scheduled Bank favouring "SBI Infra Management Solutions Pvt. Ltd." payable at Mumbai. The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled |



| | | |
|----|--|--|
| | | Bank as per the SBIIMSPL/Bank's approved format (Enclosed). |
| 5. | Date for Downloading of Tender Document (Technical and Price Bid) | 06.03.2019 to 15.03.2019 from Bank's Website: www.sbi.co.in <LINK>Procurement News |
| 6 | Date, Time and Address for submission of Sealed Cover containing <i>Hard Copy of only Technical Bid along with EMD and Cost of Tender.</i> | Up to 03:00 PM on 15.03.2019 at address mentioned in point no. 6 above. |
| 7 | Date and Time of Opening of Technical Bid | 03:30 PM on 15.03.2019 at address mentioned in point no. 6 above. |
| 8 | Date and Time of Opening of Hard copy Price-Bid | 03:30 PM on 15.03.2019 |
| 9 | Validity for Offer | 12 (twelve) months from the date of opening of price bid |
| 10 | Date of Commencement of Work | 1 st Day of Succeeding month of the Work Order |
| 11 | Penalty/Liquidated damages | As per relevant clause in the tender document |
| 12 | Period of Honoring Payment Certificate | 15 days from the date of receipt of bill (excluding Sunday and Public Holidays). |
| 13 | Insurance | As per insurance clause of the tender document |
| 14 | Payment Condition | On quarterly basis by SBI |

3. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

4. Tenders received without EMD and Non-Refundable Cost of Tender Documents shall be summarily rejected and such tenderers shall not be allowed to participate in the online price bidding process.

5. SBIIMSPL reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.

6. The contractors are required to ensure submission of hard copy of the tender documents i.e. Technical Bid along with supporting documents as required as per terms of tender and Earnest Money Deposit & cost of tender before the due date and time. Tenders received after due date and time shall not be entertained

2. ELIGIBILITY CRITERIA

1. Only OEMS & reputed authorized dealers in providing air-conditioning maintenance services are eligible to quote for this tender (certificate has to attach).

2. The bidder should have at least 5 years' experience in operation & maintenance jobs. (Certificate has to enclosed) as on 28.02.2019

3. The bidder should have a proper infrastructure/office in Nagpur for undertaking repair and maintenance work and duly equipped with adequate technical staff and equipment for repair work so as to ensure at least 99% uptime.



4. The bidder should have Average Annual Turnover of Rs. 2.0 Lakhs or more during the last three financial year's i.e. ending 31st March 2018.

5) The firm should have applicable tax registration (PAN, GST, etc.) and provide a copy of registration certificates. Contractor should be an income tax assessee and should have filed Income tax return for the last assessment year.

6) The bidder should have-

i. Experience of having successfully completed similar works during last 5 years ending 31.01.2019 should be either of the following:

(a) Three similar completed works costing not less than the AMC amount equal to 2.0 Lakhs.

Or (b) Two similar completed works costing not less than the AMC amount equal to 2.50 Lakhs.

Or (c) One similar completed work costing not less than the amount equal to 4.00 Lakhs. 'Similar works' means 'operation & maintenance work of air-conditioning system.

7) The technical bid shall be accompanied with documentary proof in respect of above 6 points. Financial bids of firm who fails to fulfil any of the above condition/criteria will not be considered.

8) The vendor has to produce the details of work orders from client for executing similar type of works during the last five year. SBIIMSPL shall have the discretion to make such enquiry from the clients as deemed fit.

(VP&CIRCLE HEAD)

SAMPLE BUISNESS RULE DOCUMENT

Tendering for Operation and Annual Maintenance Contract for air-conditioning system At State Bank Of India 'ZONAL OFFICE, S.V. PATEL MARG, NAGPUR - 440 001 FROM 01 April 2019- 31st March 2020

Offline Tendering:

- (a) The hard copy of the Technical as well as Price Bid are available on the Bank's website during the period specified in the NIT.
 - (b) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.
1. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBIIMSPL shall at liberty to take action as deemed necessary including de-panelling such contractors and forfeiting their EMD.
 2. At the end of the tendering, SBIIMSPL Pvt. Ltd. will decide upon the winner. SBIIMSPL Pvt. Ltd. decision on award of Contract shall be final and binding on all the Bidders.
 3. SBIIMSPL shall be at liberty to cancel the tendering process / tender at any time, before ordering, without assigning any reason.



4. SBIIMSPL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
5. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
6. OTHER TERMS & CONDITIONS:
 - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS Pvt. Ltd. to any other party.
 - SBIIMS Pvt. Ltd. decision on award of Contract shall be final and binding on all the Bidders.
 - SBIIMS Pvt. Ltd. reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
 - SBIIMSPL or its authorized service provider M/s. Antares Systems Limited shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - SBIIMSPL or its authorized service provider M/s. Antares Systems Limited is not responsible for any damages, including damages that result from, but are not limited to negligence.
 - SBIIMSPL or its authorized service provider M/s. Antares Systems Limited will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

ARTICLES OF AGREEMENT

This AGREEMENT is made at Mumbai on this _____ day of _____ between SBIIMSPL, a wholly owned subsidiary of SBI, on behalf of SBI, having its Head Office at Nariman Point, Mumbai, represented by its authorized officer of SBIIMSPL (hereinafter called "the Employer") on the one part and M/s _____ (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act _____ and having its registered office at _____ (hereinafter called "the Contractor") represented by Shri who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging a contractor for Operation And Annual Maintenance Contract For various air-conditioning system At State Bank Of India 'ZONAL OFFICE, S.V. PATEL MARG , NAGPUR - 440 001 (1st April 2019 to 31st March 2020).

AND WHEREAS the Employer had called for tender for Operation And Annual Maintenance Contract For various air-conditioning system At State Bank Of India 'ZONAL OFFICE, S.V. PATEL MARG , NAGPUR - 440 001 (1st April 2019 to 31st March 2020) as indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Contractor and others submitted the tenders and the Employer has awarded the contract relating to Operation And Annual Maintenance Contract For various air-conditioning - Set At State Bank Of India ZONAL OFFICE, S.V. PATEL MARG , NAGPUR - 440 001 (1st April 2019 to 31st March 2020) as stated in the scope of work attached to the Tender Document to the Contractor.



AND WHEREAS both the parties to this agreement are desirous of recording the terms and conditions upon which the said services are to be rendered by the Contractor.

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

- a) This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms hereinafter contained.
- b) The charges of Rs. _____ (Rupees _____ only) as per acceptable tender covering the cost of manpower for efficient rendering of the maintenance services shall be payable on quarterly basis subject to submission of bill / invoice. Materials / fittings/ fixtures shall be arranged by the contractor and paid by the Bank at prevailing market Rates or any approved rates of the Bank. The contractor has to take necessary approval of rates, make and model of various maintenance material / items from the SBIIMSPL prior to its use in the work and Official. Payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily, including use of material, if any, subject to statutory deductions.
- c) The above charges do not include Goods & Service Tax, but inclusive of all other taxes/duties/levies , whether existing or levied in future by the Central Government or the State Government or any local authority.
- d) The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

B. SERVICES TO BE RENDERED BY THE CONTRACTOR: The contractor shall:

- i. Ensure submission of police verification certificates for all the personnel deployed in the Bank's premises.
- ii. Ensure that he deploys trained and competent persons who are physically fit (i.e. between age 18 year to 50 years for workmen and up to age of 55 year for supervisor) and are not suffering from any chronic or contagious diseases for carrying out the works.
- iii. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank / employer under the agreement.
- iv. The Contractor shall ensure timely payment of wages/salary to the persons employed by him and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Employer every month. Further, the Contractor shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contract Labour (Regulation and Abolition) Act, 1970, are complied with, by him.
- v. Ensure that all persons employed by him, for the purpose of rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be solely responsible for any injury or damages to any persons, animals or any other things.
- vi. Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behaviour and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- vii. Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.



- viii. Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.
- ix. Be liable for any damages/losses caused to the Bank by way of damages to the Bank's 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.
- x. Provide identity cards to his / her employees or agents who shall be doing the subject job at the Bank's premises at their own cost. All the employees and agents should bear the identity card and dress at all times, while they are working in the Bank's premises.
- xi. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement that they are employees of the Contractor and that they shall have no claim against the Employer and the Employer shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the Contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.
- xii. The Contractor shall obtain license, if any, required under the Maharashtra State Government Law or Central Government Law as applicable in case of the services covered under this contract.
- xiii. The Contractor shall provide skilled electrical workmen staff having wiremen's license and electrical supervisors licence.

C. TERMINATION OF AGREEMENT:

- (a) Without prejudice to what is contained hereinabove, the SBIIMSPL shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason(s) and without payment of any compensation, if:
 - (i) In the opinion of the SBIIMSPL (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
 - (ii) The contractor commits a breach of any terms and conditions of this agreement and /or for any reason whatsoever, the contractor becomes disentitled in lay to perform his obligations under this agreement and/or
 - (iii) There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation.
- (b) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

D. STAMP DUTY:

The contractor shall bear all the expenses pertaining to execution of the agreement, including the stamp duty and the registration charges. The Original copy of the agreement shall be retained by the SBIIMSPL on the original of this agreement, which shall be executed in duplicate, and the SBIIMSPL shall retain the original and the contractor shall be provided with a Certified / Notarised copy for their record.

E. The contractor shall ensure payment of statutory minimum wages to the workmen employed by him/ her/ them during currency of contract.

F. The contractor shall indemnify and keep indemnified the SBIIMSPL 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.

G. The several parts of this contract have been read by the contractor and fully understood by the contractor.

H. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging the contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies, including termination of the contract.

I. The Contractor shall take all appropriate actions with respect to his employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

J. The Employer reserves the right, without prejudice to the terms and conditions of this agreement, to alter the specifications and nature of the work by adding to or omitting any item of work or portions of the work/s being carried out at any time during the currency of contract, by issuing a letter to this effect to the Contractor.

K. All payments by the Employer under this Contract will be made only at Mumbai.

L. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions execute and complete the work shown upon the said specifications and the schedule of quantities.

M. The employer shall pay the contractor the said contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.

O. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained. The agreement and documents mentioned herein shall form the basis of this Contract.

Signed and delivered by SBIIMSPL/SBI, Mumbai.
(Name and Designation)

In the presence of:

Witnesses:



| | |
|---|--|
| <p>If the contractor is a partnership or an Individual.</p> | <p>IN WITNESS WHEREOF The Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.</p> |
| <p>If the contractor is a company</p> | <p>IN WITNESS WHEREOF The Employer has set its hands to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said duplicate/ has caused these presents and the said two duplicate hereof to be executed on its behalf, the day and year first hereinabove written.</p> |

1. _____

Address:

2.

Address:

If the party is a Partnership firm or individual :(Name and Designation)

In the presence of:

Witnesses:

1. _____

Address:

2.

Address:

Witnesses:

THE COMMON SEAL OF _____

was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ in the presence of

(1)

(2)



Directors, who have signed these presents in token thereof in the presence of

(1)

(2)

SIGNED AND DELIVERED BY

The Contractor by the hand of

Shri _____

And duly constituted attorney.

INSTRUCTIONS TO TENDERER:

1. A prospective tenderer requiring any clarification in respect of tender document are advised to contact this office by letter/phone or in person, 7 days prior to last date of submission of tender. Tender Related Queries can also be got clarified .
2. The SBIIMSPL may amend the tender documents by issuing suitable Addenda/Corrigendum any time prior to the deadline for submission of tender by publishing the same on the Bank's website only.
3. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been taken into account by the tenderer in its tender submission.
4. To give prospective tenderer reasonable time, to take the amendment into account in preparing their tenders, the SBIIMSPL shall extend, at its discretion, the deadline for submission of tenders, in which case, the SBIIMSPL will notify all tenderers by placing it on Bank's website only and the same will be binding on them.
5. The SBIIMSPL shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the SBIIMSPL, except under emergencies / unavoidable circumstances.
6. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
7. The Contractor shall issue identity cards/ identification documents to all its employees.
8. The personnel of the Contractor shall not be the employees of the SBIIMSPL/SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
9. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBIIMSPL/SBI shall not have any liability whatsoever on this account.
10. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.
11. Tenders received after the due date and time are liable for rejection. SBIIMSPL reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.



12. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
13. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender.
14. The rate should be quoted in Indian Currency only.
15. In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
16. The rate quoted by the tenderer shall remain firm and shall cover and include cost of all materials required for upkeep of the various air conditioners, wages to the labourers, supervisors, equipment deployed, maintenance of the machineries, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government Minimum Wages Act but excluding Goods & Service Tax (GST).
17. The rate quoted in the tender shall remain firm and valid for the contract period of 'ONE YEAR' from the date of commencement of work and no request for enhancement / escalation in rates shall be considered under any circumstances.
18. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
19. The bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
20. No employee of SBI/SBIIMSPL shall be engaged by the contractor during the course of carrying out the works.
21. The tenderer shall deposit a sum of Rs. 5,000/- (Rs. Five thousand only) as Earnest Money Deposit and Rs.2,000/- (Rs. Two Thousand Only) as Non-Refundable cost of tender along with the tender document. This EMD (Earnest Money Deposit) and Cost of Tender Document shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd., payable at Mumbai. No interest shall be paid on the EMD. The tenders received without EMD and Cost of Tender Document shall be summarily rejected.
22. If any tenderer withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the SBIIMSPL shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the EMD as aforesaid.
23. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer/Engineer-in-charge.
24. If any of the labour employed by the contractor is found to be under performing or any misbehaviour is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and the SBIIMSPL/Bank reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.



25. The contractor has to submit the Police verification details of all the people deployed by them him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
26. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work. The staff has to be deployed in consultation with the SBIIMSPL officials after performing the interview of the staff.
27. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBIIMSPL.
28. Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such tenderer shall be forfeited.
29. Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
30. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.
31. The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. SBI/SBIIMSPL shall not be responsible for any infringement of the various statutes in force by the contractor.
32. The contractor shall take, at his own cost the necessary licence from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges,etc.,if any, shall be borne by the contractor.
33. STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
34. The contractor shall be responsible to ensure making payment of "Prevailing Minimum Wages" as notified by Regional Labour Commissioner (Central) to their labourers/ employees and shall produce relevant documents to the SBIIMSPL for verification every months along with their monthly bills failing which bills may not be paid.
35. The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to the SBIIMSPL, failing which bill will not be entertained.
36. The bidders are requested to submit the part "A" i.e. Technical Bid, EMD and non-refundable cost of tender as mentioned in tender document in sealed cover "A" super scribing **"The Technical Bid for Operation And Annual Maintenance Contrct various air-conditioning system At State Bank Of India ZONAL OFFICE, S.V. PATEL MARG , NAGPUR - 440 001 FROM "1st April 2019 to 31st March 2020"** and the Price Bid Part 'B' is to be submitted in other sealed cover.
37. No union formation is allowed.



38. The Contractor's supervisor shall be first line of contact for SBIIMSPL/SBI, who shall report to the designated officers of SBIIMSPL/SBI for all requirements.
39. The quantity for manpower in this tender is minimum indicative. It shall, however, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/employer/owner i.e. SBI/SBIIMSPL without any extra charge but within the accepted tender amount only.
40. In case, any demand is raised by the SBIIMSPL/SBI for providing additional manpower for any extra work /activity other than those pertaining to the scope of work of the captioned project, the contractor shall make arrangements for the same and cost thereof shall be paid by the Bank on the basis of minimum wages plus 10% handing charges.

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS:

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

'The Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between SBIIMSPL on behalf of SBI and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

'Employer / Bank' means SBIIMSPL on behalf of State Bank of India having its Head Office at Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai.

'Competent Authority' means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.

'The Contractor or Contractors' means the firm, company or person engaged by the SBIIMSPL to carry out the work. It shall also include their legal representative(s), successors or assigns.

'Site' means State Bank of India, ZONAL OFFICE, S.V. PATEL MARG , NAGPUR - 440 001 , where the works are to be carried out.

'Contract value' means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

'The schedule of quantity' means the schedule of quantity as specified and forming part of this contract.

'Works' or 'work' means the work(s) described in the "Scope of Work" and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

'Month' means calendar month.

'Week' means seven consecutive days.



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

Where the context so requires, words imparting the singular only also include the plural and vice versa; and, any reference to masculine gender shall include feminine gender and vice versa.

2. LANGUAGE:

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

3. INSPECTION OF SITE:

The tenderers are advised to inspect the building and finishes (glass, aluminium composite panel, crystalline glass, Italian marble, granite, tiles, carpets, stainless steel cladding, veneers, laminates etc) before quoting their rates. It is expected that the tenderers will provide high quality services without damaging the existing finishes provided in the various areas of the premises.

4. CONTRACTOR TO INFORM HIMSELF FULLY:

The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements, schedules of equipment and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / Doubts, the contractors may make full use of the pre-bid meeting which would be conducted at site office at BKC building as detailed in the NIT. Written enquires to be submitted one day prior to pre-bid meeting.

5. WORK TO BE CARRIED OUT:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants and equipment which may be required for carrying out the work satisfactorily.

6. SUFFICIENCY OF TENDER:

The Contractor shall have deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.

7. AWARD OF CONTRACT:

The SBIIMSPL/SBI will award the contract to the successful lowest tenderer whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily. The SBIIMSPL/SBI reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the SBIIMSPL/SBI.

8. WORK ORDER:



Within the validity period of the tender, the Employer shall issue a work order by registered post / courier or otherwise handover personally to the contractor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Contractor.

9. CONTRACT DOCUMENT:

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within 14 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished, one certified copy of the contract documents as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

10. EARNEST MONEY DEPOSIT (EMD)

The tenderer shall furnish EMD of Rs.5,000/- (Rs. Five thousand only) in the form of Demand Draft / Banker's cheque / Pay Order drawn in favour of SBI Infra Management Solutions Pvt. Ltd., payable at Mumbai. No tender shall be considered unless the EMD is so deposited in the required form along with the tender. No interest shall be paid on EMD.

The EMD of the unsuccessful tenderer shall be returned within 30 days without interest after the decision to award the work is taken.

All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the contractor and the contractor within ten days after such deductions shall make good the amount so deducted.

11. FORFEITURE OF EMD:

Bank reserves the rights to cancel the order and forfeit the EMD if,

- a. Security Deposit is not submitted within the stipulated time(15 days);
- b. Agreement is not entered within stipulated time;
- c. If the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or
- d. The tender is accepted by the Employer but the contractor fails to enter into a formal agreement or
- e. Fails to commence the work within the stipulated time.

12. SECURITY DEPOSIT:

- i. The successful bidder should submit a Security Deposit for 5% of awarded Annual contract value in the form of FDR/TDR issued by any Nationalised Bank in favour of "SBI Infra Management Solutions Pvt. Ltd. A/c M/s (Name of the Contractor firm)" payable at Mumbai within fourteen days from the date of acceptance of the tender for due performance of the Contract.
- ii. The contractor may choose to deposit the prescribed Security Deposit by way of Bank Guarantee issued by a Scheduled Bank in India other than SBI in the format approved/provided by the SBIIMSPL. The Bank Guarantee should be valid for initial contract period of 1 (One) year from the date of commencement of contract. The bank guarantee should also contain a claim period of three months



from the last date of validity. The BG shall be further renewed on yearly basis subject to renewal of the contract by the SBIIMSPL.

13. The contractor's authorized representative shall be in attendance in SBI, LHO, BKC, Mumbai premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of SBI, the contractor shall be personally responsible and shall make good the loss forthwith.

14. All activities of work done under this contract shall be entered in a register on a daily basis so that complete record of all the works performed is maintained and signed with date by both parties viz., persons authorized for and on behalf of SBI / SBIIMSPL and the contractor each day on completion of work.

15. Without prejudice to any rights or remedies under this agreement if the contractor dies, the SBIIMSPL authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.

16. INSURANCE OF WORKS:

- Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank/SBIIMSPL), a third-party insurance policy in original, issued by any Public-Sector Insurance Company.
- The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. Minimum 1 employee/worker/persons should be covered under the insurance at a time for insured sum of Rs 5 lac each, for any type of accident / incidence..
- The contractor shall, from time to time, provide documentary evidence as regards payments of premia for all insurance Policies for keeping them valid till the completion of the work.
- Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.
- No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.
- Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the SBIIMSPL. Nothing extra shall be payable on this account.

17. ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:

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

In case of breach, the SBIIMSPL shall be at liberty to serve notice and rescind the contract along with forfeiting of the EMD (i.e. security deposit) and invoke the bank guarantee / performance guarantee if required.

18. PROTECTION OF WORKS AND PROPERTY:



The contractor shall continuously protect the Employer's properties from damage or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. In case the contractor fails to make good the losses caused to the bank due to his fault or due to negligence of his staff, SBIIMSPL reserves the right to invoke the security deposit as stated above to cover such losses.

The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Employer and the contractor.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract.

19. CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

- Schedule of major equipment's to be kept at site should be attached:
- The list of major equipments to be deployed by the contractor should be enclosed.
- The equipments to be kept on site should be absolutely new and the contractor should submit the copies of the purchase bills to Bank.
- he contractor should ensure that the equipment's provided on site are functioning at all times.

20. UNIFORM:

The contractor shall provide New formal Uniform (with Company's name badge) including Safety Shoes, Helmet, Safety Belt, Hand Gloves etc. to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account.

21. PAYMENT OF BILLS BY THE BANK:

Neither any advance nor any loan from any bank or financial institution shall be recommended on the basis of Work Order or Award of work.

The payment of your quarterly bills in respect of the captioned Contract shall be paid by the State Bank of India on the recommendations of SBIIMSPL only after all documents as indicated below are submitted along with the bill:

- i. PF challan for the previous month.
- ii. A separate sheet mentioning the names of the staff deputed at SBI Site,
- iii. Wages/Salary amount credited in the Bank's account of individual,
- iv. Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.
- v. A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.



- vi. ESIC challan for the previous month along with separate sheet mentioning the names of the staff deputed at SBI Site (name of site to be mentioned) and the amount credited against their account with the ESIC office.
- vii. The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.
- viii. The original wages register, signed by your employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI/SBIIMSPL representative, as the principal Employer, every month.

22. Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand. The SBIIMSPL may also deduct such amounts from any dues of the contractor, or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any otherworks.

23. If State Bank of India engages workers to complete any part or whole of the work as per this contract for any period, due to failure of the contractor to engage adequate number of workers, in that event, contractor has to reimburse to SBI/SBIIMSPL, the extra cost involved on this account.

25. WORK ON SUNDAY AND HOLIDAYS:

The contractor has to arrange for engaging his operators/supervisor on Sunday and holidays, as required by the employer. No Extra payment on this account will be made by the Employer. However, there will be one weekly holiday for each employee on rotation basis.

27. ADDITIONAL WORK:

Should any new areas of work transpire, which the Employer considers are not envisaged, as being part of this tender, the prices for the new scope of work shall be mutually decided and agreed upon between the Employer and the contractor based on actual rate analysis on established norms. In the event of non-agreement of the rates, the Employer reserves the right to get the same carried out through any other agency so appointed for.

28. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

The Contractor shall comply with all statutory requirements prescribed by the local as well as state / central government authorities from time to time and submit required proof of compliance to the Employer as and when required by the Employer. The contractor shall produce all the relevant statutory documents for inspection by the Employer and the government authorities.

The contractor shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for carrying out the work towards the cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Employer and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.



If the contractor performs any act which is against the law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising there from.

29. OTHER COMPLIANCES: The Contractor should ensure compliance of the following for smooth execution of work:

- All contract staff deputed by the contractor at SBI site should have in possession, letters to this effect.
- The Payment slips should be issued by the contractors to the staff deputed on SBI site.
- Identity card should be issued by the contractors to the contract staff deputed on State Bank of India site.
- All Contract staff should bear specified uniform bearing badges of Company's name and other safety accessories, viz Helmet, Safety belt, etc.

30. LOCAL LAWS, ACTS, REGULATIONS

The contractor shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work.

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or by law or enactment relating thereto and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947

The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act.

Any cost incurred by SBI / SBIIMSPL in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor or his workmen and any money which may become payable to State Bank of India as aforesaid shall be deemed to be deducted by State Bank of India / SBIIMSPL or may be recovered by the Bank from the contractor.

The Contractor shall keep the Employer saved harmless and indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen relating to work carried out by the contractor for this contract.



31. CONTRACT PERIOD:

The work shall be awarded for an initial period of one year from the date of i.e. from 01.04.2019 to 31.03.2020 commencement of the work subject to its renewal maximum for two similar terms on expiry of the current contract period, within sole discretion of the Bank / SBIIMSPL, on the same terms and conditions subject to satisfactory performance of the Contractor. The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor. If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, with a notice of winding up within a period of one month.

32. DISMISSAL OF WORKMEN:

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee. The contractor shall take necessary steps as per law in such situations.

33. TECHNICAL AUDIT / SCRUTINY:

The Employer shall have right to carry an audit / technical examination of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organizations as appointed by the Employer. If as a result of the examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Employer to recover the sum from any payment due to the contractor for such work.

34. RECORDS OF DAILY OPERATION:

The Contractor shall maintain and provide comprehensive logbook for daily record of various work carried for air-conditioning system and attendance for staff.

35. INSPECTION BY EMPLOYER:

- General
- The Employer shall have the right to inspect at all times any tools, instruments, materials / chemicals, staging or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.
- Rejection of work and Equipment
- The Employer shall have the right to condemn any or all tools, instruments, materials / chemicals, equipment or work which does not confirm to the specifications.
- The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any light fixtures, furniture, tiles, mirror, glass, any other fittings/fixtures provided in the building by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the SBIIMSPL shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

36. REPORTING AND RECORD KEEPING:



Management reporting and process reviews

The Employer shall approve the format for the monthly report to be submitted by the contractor along with every quarterly bill.

Operating Meetings

During the early stages of the agreement, it is expected that the frequent operation meetings will be required between the service contractor's manager and employer's representative/s to discuss priorities to establish satisfactory reporting procedures. The contractor shall make the appropriate personnel available for attending all these meetings.

Performance Review Meeting

Performance review meetings shall be held quarterly to review the overall performance of the contractor. The Senior Management of the contractor and Employer shall attend these meetings.

Quality Assurance

The contractor shall implement a quality system in accordance with ISO standards. The contractor shall develop, in conjunction with the Employer's representatives, the standards of service to be provided and how performance to be measured and monitored.

37. FORCE MAJEURE:

"Force Majeure" shall mean any event beyond the control of SBIIMSPL/SBI or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- a. War, hostilities, invasion, act of foreign enemy and civil war;
- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- d. Earthquake, fire, flood or cyclone, or other natural/ manmade disaster;

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- i. The date of commencement of the event of Force Majeure;
- ii. The nature and extent of the event of Force Majeure;
- iii. The estimated Force Majeure Period,

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.



Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

38. ACCIDENTS:

Any accident due to negligence in following of safety procedures is purely at the responsibility of Contractor. Department is not responsible for any accidents/damages/death. Safety of all the staff of the Contractor is the sole responsibility of the Contractor

39. LABOUR:

- i. The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank.
- ii. The contractor shall furnish to the SBIIMSPL at the intervals specified by SBIIMSPL, a distribution of the number and description of labour employed in carrying out various works / activities.
- iii. The Contractor shall submit on every month to the SBIIMSPL a statement showing in respect of the preceding month:
 - (a) The number of labourers employed by them on the work.
 - (b) Their working hours.
 - (c) The wages paid to them.
 - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them and
 - (e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. The contractor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
- v. The minimum age of the labour employed shall not be below 18 years.
- vi. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.
- vii. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
- viii. As regards Employees State Insurance Act, the contractor shall submit photostat copies of the challans of remittance of the contributions (both the employee's contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in State Bank of India by him for this work for the relevant period before any payment is released by State Bank of India.
- ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he



shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.

- x. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.
- xi. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement.
- xii. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
- xiii. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories.
- xiv. The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
- xv. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
- xvi. The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the behaviour of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of misbehaviour or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the contractor.

40. TERMINATION:

- (a) SBIIMSPL shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of ~~Contract~~.
- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the SBIIMSPL/State Bank of India shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including depaenelling the contractor or debarring them in future tendering process.

41. SAFETY CODE - RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:

Before commencing the work, contractor submit a 'SAFETY PLAN' to the authorized SBIIMSPL/State Bank of India official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to



ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract SBIIMSPL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the SBIIMSPL's decision in this respect.

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of SBIIMSPL or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.

The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized SBIIMSPL officials:-

- Safety Helmets conforming to IS-2925:1984
- Safety Belts conforming to IS-3521:1983
- Safety Shoes conforming to IS-1989:1978
- Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
- Hand and body protection devices conforming to: IS-2573:1975, IS-6994:1973, IS-8807:1978, IS-8519:1977,

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized SBIIMSPL official who shall have the right to ban the use of any item.

The contractor shall adopt all fire safety measures.

Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank/SBIIMSPL.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and SBIIMSPL/SBI instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agency's. Cost of damages if any, to life and property arising out of such violation of statutory regulations and SBIIMSPL/SBI instructions shall be borne by the contractor.

42. INDEMNITY BOND:

Contractor shall sign an Indemnity Bond in an approved format as per ANNEXURE '2' before starting the work, indemnifying the SBIIMSPL from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.

In case of any damage to property by the contractor, SBIIMSPL shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBIIMSPL shall be binding on the Contractor.

In the event of any damage to the loose furniture, interiors, computers and such other equipment or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.



If the contractor fails to improve the standards of safety in its operation to the satisfaction of SBI/SBIIMSPL after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBI/SBIIMSPL official, the SBIIMSPL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

43 A. Settlement of Disputes and Arbitration

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

i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The vice president and circle Head SBIIMS Pvt. Ltd., circle Office, BKC ,Synergy Mumbai And endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the SBIIMS Pvt. Ltd be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the vice president and circle Head SBIIMS Pvt. Ltd., circle Office, BKC in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the vice president and circle Head SBIIMS Pvt. Ltd., circle Office, BKC in writing in the manner and within the time aforesaid.

B. Settlement of Disputes and Arbitration

The vice president and circle Head SBIIMS Pvt. Ltd., circle Office, BKC shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the vice president and circle Head SBIIMS Pvt. Ltd., circle Office, BKC his claims to the conciliating authority namely the vice president and circle Head SBIIMS Pvt. Ltd., circle Office, BKC , Mumbai. For conciliation along with all details and copies of correspondence exchanged between him and the SBIIMS Pvt. Ltd.

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned vice president and circle Head SBIIMS Pvt. Ltd., circle Office, BKC of the SBIIMS Pvt. Ltd. for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the SBIIMS Pvt. Ltd



shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the M.D. & C.E.O. and who will be of Deputy General Manager rank. It will also be no objection to any such appointment that the Arbitrator so appointed is a SBIIMS Pvt. Ltd., Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as SBIIMS Pvt. Ltd., Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said M.D. & C.E.O. of the SBIIMS Pvt. Ltd. Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any or any accordance modification or reenactment thereof and the rules made there under.

It is also a term of the contract that if any fees are payable to the Arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a SBIIMS Pvt. Ltd. Officer.

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any of the arbitrators shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

44. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works. The Contractor shall be paid at the contract rates for works executed at site.

45. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

The Contractor shall be required to prepare and submit a detailed description of the arrangements, sequence and methods of service performance which the contractor proposes to adopt for carrying out the services. The Bank at its sole discretion shall ask at any time for changes in the anticipated work sequence due to operational requirements. Such change in work sequence shall not entitle the contractor to any additional payment.

The contractor shall be required to submit for the Bank's approval a schedule of materials that shall be utilised for the above services wherever applicable. This information shall be submitted with full identification of specific manufacturer's products together with their catalogues.



The contractor shall be required to submit for the Banks approval a detailed mobilisation plan and a detailed manpower deployment schedule with details of manpower assigned to each task. All comments by Employer will be incorporated and executed at no extra costs to the Employer.

The contractor will schedule the cleaning operations in such a way that the premises remains neat and clean all the time. The contractor may deploy his labourers in shifts accordingly in keeping with the prevailing labour law of the state.

46. ADDITIONAL CONDITIONS

(a) PRICES:

The amount quoted and accepted will be binding on the tenderer. In case of any change in GST or introduction of any new tax due to Statutory Act of The Government after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. Similarly, if there is any reduction in tax etc. shall be deducted. Price structure will be solely dependent upon the rate approved as per work order and revisions of the same as per price variation/escalation clause mentioned in the tender. For claiming the additional cost on account of the increase in tax structure, the tenderer should produce proof from the concerned Competent Authorities for having paid additional tax on the services provided to the SBIIMSPL/SBI and can also claim the same in the invoice.

(b) INSOLVENCY:

The competent authority of the Office of the **SBIIMSPL, Mumbai** may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

- i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any assignment or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- iii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBIIMSPL/SBI and provided also that the contractor shall be liable to pay the SBIIMSPL/SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

(c) CONFIDENTIALITY:



- i. Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.
- ii. Any effort by the tenderer to influence the SBIIMSPL/SBI in the SBIIMSPL/SBI's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

(d) CORRUPT OR FRAUDULENT PRACTICES:

- The SBIIMSPL/SBI as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
- "Fraudulent practice" means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of SBIIMSPL/SBI and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBIIMSPL/SBI of the benefits of free and open competition.
- "Collusive practice" means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBIIMSPL/SBI, designed to establish tender prices at artificial, non-competitive level; and.
- "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- The SBIIMSPL/SBI will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
- The SBIIMSPL/SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

(e) PENALTIES:

- a. The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 15th of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the SBIIMSPL/SBI along with the bills of the next month. If such scenario continues for a period of 3 continuous months then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee shall be encashed. The SBIIMSPL/SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.



- b. The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).
- c. In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the SBIIMSPL/SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the SBIIMSPL/SBI.

47. PRICE VARIATION CLAUSE:

Price variation for Labour component: Please note that the rates quoted by the vendor shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/price increase, whatsoever shall be considered during this period. Accordingly, contractor has to take due care on this account while quoting the rates.

The Bank/SBIIMSPL may consider renewal of contract for similar two terms on the same terms and conditions except minimum wages which shall be considered as per Central Government rates prevailing at material time provided that the service rendered by the vendor are found satisfactory. However, renewal of contract is discretion of the Bank/SBIIMSPL and the contractor shall have no right to claim the same.

No Price Variation & escalation of Material component will be allowed during the contract period.

48. VALIDITY OF CONTRACT:

The contract, if awarded shall be valid for an initial period of 1 (One) year from the date of 1st April 2019 to 31st March 2020 work subject to the renewal for two similar terms after expiry of initial period of one-year subject to satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirement/satisfactory services etc., the SBIIMSPL shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including de-panelling your firm etc. solely at the discretion of the SBIIMSPL/SBI.

49. ASSIGNMENT AND SUBLETTING:

The Contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

50. ACCIDENT: Any accident due to negligence in following of safety procedures is purely at the responsibility of Contractor. Department is not responsible for any accidents/damages/death. Safety of all the staff of the Contractor is the sole responsibility of the Contractor.

51. Liquidated damage: The vendor shall guarantee 99% uptime for air-conditioning system on site. If during any quarter the vendor does not maintain the uptime of the equipment the bank without prejudice to its other remedies under the contract, shall deduct from the contract price, as liquidated damage, a sum equivalent to



0.5 percent of AMC charges of the item for each and every calendar day of downtime. The amount of liquidated damage will be deducted from the amount to be paid to the vendor for that month subject to maximum 5% of agreement value. Down time will be counted from the time of reporting the maintenance call by the bank to the company till the resolution of the problem. Down time of 24 hours or less will be taken as one day for calculation of liquidated damage. The bank may also consider termination of the contract, if any of the items and conditions of the contract are not followed by the company.

Company/Firm/Contractor's Profile

| Sr. No | Items | Details |
|---------------|---|---|
| 1. | Registered name of the Company/firm/Contractor | |
| 2. | Address of the Registered Office. | Address: Tel: Fax: e-mail: |
| 3. | Address of the office at Nagpur | Address: Tel: Fax: e-mail: |
| 4. | URL of Vendor's website (if any) | |
| 5. | Name and designation of the authorized official Responding to this request | |
| 6. | Contact telephone, fax number and E-mail Address of the authorized official | Address: Tel: Fax: e-mail: |
| 7. | Type of Company (Whether Private Ltd. Or Public Ltd.) Copy of certificate of registration should be provided | |
| 8. | Details of applicable tax Registration Numbers (PAN, TIN, VAT, CST, etc.) | |
| 9. | Full address of service centre/repair centre in Nagpur | |
| 10. | Name of the Officer- in charge of the repair centre | Designation: - Tel No: - Mobile No: - Fax: - E-mail: - |

DETAILS OF AC INSTALLATIONS SBI, LHO BUILDING, MUMBAI

| SI No: | Name of the Premises | Details of Various Air-conditioners |
|--------|--|---|
| 1 | ZONAL OFFICE, S.V. PATEL MARG , NAGPUR - 440 001 | Split AC 1/1.5/2TR i) Total No.: 83 ii) Total TR: 130 |



| | | |
|--|---|---|
| | ZONAL OFFICE, S.V. PATEL MARG , NAGPUR - 440 001 | Ductable Air-conditioning System i) Total No.:3 ii) Total TR:22.5 |
| | | Cassette Air-conditioning System i) Total No.:23 ii) Total TR:92 |

SCOPE OF WORK

- 1) Operation & maintenance of various air conditioners and minor and major repairs of the system.
- 2) Check and service all the equipment's every three months i.e. four times in a year.
- 3) Attend any numbers of complaint within 3-6 hrs.
- 4) Checking the functioning of AHU/Fan Coil units/ Pumps/Ventilation fans and motor control.
- 5) All filter cleaning to be done quarterly.
- 6) Repairing and overhauling of equipments at the sites / service station based on need.
- 7) Descaling / chemical cleaning of evaporators coils based on working parameters of the AHU.
- 8) Equipment's will be checked for its proper working readjustment if necessary.
- 9) Replacements of defective/ worn out parts due to normal wear and tears.
- 10) Checking the gas pressure and refilling if required.
- 11) Rewinding, lubricating, overhauling of motors, fans, exhaust and pressure fan.
- 12) Cleaning of drainpipe external to the equipment.
- 13) The maintenance service is made available even after normal working hrs and on holidays.
- 14) Gas charging of all the air-conditioning system.
- 15) Leak test of the air-conditioning if required.
- 16) Repairs of air filters and display kit.

EXCLUDING:

Plastic parts, remote control, Compressor, grill, metal ducting, diffusers, welding work, and condensers.

21) Manpower

Provide and maintain proper & efficient engineering services in the premises by deploying sufficient number of trained, experienced and competent technical personnel. All statutory requirements like PF, ESIC will be met with.

The minimum man power to be deployed shall be following.

- i) Operators cum Mechanic (1 nos per day.)- for 6 day, one in eight hours shift.

Qualification of Manpower:

- i) Supervisor: Diploma/ITI in mechanical engineering with 1/2 years' experience in operation. Any additional manpower that may be required for operations or any other tasks shall be taken care by contractor at their own cost.



Contractor will ensure consistency of work and work force, correct trouble shooting, good workmanship, follow all safety procedures and will make all necessary efforts to maintain healthy environment and reliable services.

If any of the staff member appointed by Contractor is found to be 'not competent', he has to be replaced by a right person within a stipulated time as instructed by Electrical Engineer- In-charge.

PENALTY

i) As the work involved is quite specialized and continuous monitoring is required, absenteeism of the contractor's employees will not be tolerated. He will have to provide suitable replacement in case of any absentee and advise the same to the bank's engineers immediately. A penalty of Rs.500/- (Rupees five hundred Only) per day per person will be imposed if anyone of the shift personnel is found absent from the duty and Holidays in addition to shift personnel.

ii) Non- Compliance of work: In the event of failure of compliance of awarded work in stipulated time penalty will be imposed as per double of actual expenditure incurred in attending to the same by other Agency.

Place:

Accepted

Date:

Signature and Stamp of contractor

LETTER OF DECLARATION

The Vice President & Circle Head,
SBI Infra Management Solutions Pvt. Ltd.,
CIRCLE OFFICE, State Bank of India – LHO,
C-6, 'G' Block, Synergy Building,
3rd Floor BKC, Bandra (E), Mumbai - 400 051,

Tender for Operation and Annual Maintenance Contract For various air-conditioning system At State Bank Of India INDIA 'ZONAL OFFICE, S.V. PATEL MARG , NAGPUR - 440 001 FROM 1st April 2019 to 31st March 2020, MUMBAI - 51.

Dear Sir,

Having examined the terms & conditions, schedule of requirements, scope of work etc. of the tender for the captioned work and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the tender. I/We hereby offer to provide specified services in the said memorandum on the minimum manpower in accordance in all respect with the schedule of instructions, scope of work and instruction in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

MEMORANDUM



| | | |
|---|----------------------|---|
| a | Description of work | Tender for Operation And Annual Maintenance Contract For various air-conditioning system At State Bank Of India 'ZONAL OFFICE, S.V. PATEL MARG , NAGPUR - 440 001 (1 st April 2019 to 31 st March 2020) |
| b | Earnest Money | Rs.5,000/- (Rupees Five Thousand Only) |
| c | Validity of Contract | For an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period subject to satisfactory performance. |

Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI Infra Management Solutions Pvt. Ltd., the amount mentioned in the said conditions.

I/we have deposited Demand Draft / Banker's Cheque for a sum of Rs.20,000/- as Earnest Money Deposit with SBI Infra Management Solutions Pvt. Ltd. Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.

We understand that as per terms of this tender, the SBIIMSPL may consider accepting our tender in part or whole or may entrust the work of Operation And Annual Maintenance Contract For various air-conditioning system At State Bank Of India 'Synergy', Local Head Office Bandra - Kurla Complex, Bandra (E), Mumbai - 400 051 (1st April 2019 to 31st March 2020). We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank / SBIIMSPL deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in clause 47 of Terms & Conditions of this tender.

We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material and manpower during the currency of contract/execution/completion period.

Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by SBIIMSPL, including taking any action against us as deemed fit.

We have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender and accept the same.

**Signature of the Tenderer
With Seal**

Note: This form must be signed & Stamped in original letter head to be submitted to this office along with Technical Bid document.

ANNEXURE - 1

SECURITY DEPOSIT FORM

Place: _____.



Date:_____.

(On non-judicial stamp paper of Rs.-----/-)

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

B.G. No._____ Value Rs._____

Bank Guarantee of Rs_____towards Security Deposit for the work of Operation And Annual Maintenance Contract For various air-conditioning system At State Bank Of India 'ZONAL OFFICE, S.V. PATEL MARG , NAGPUR - 440 001 From 01st April 2019-31st March 2020

Dear Sir,

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract for (Name of Work) with SBI Infra Management Solutions Pvt. Ltd (SBIIMSPL) as mentioned vide SBIIMSPL letter no..... datedand the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee amounting to 5% of the annual contract value less earnest money deposit of Rs.....(Rupees only), to SBI Infra Management Solutions Pvt. Ltd for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to SBI Infra Management Solutions Pvt. Ltd a Guarantee of a Scheduled Bank for a value of Rs..... to be valid up to (date).

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of SBI Infra Management Solutions Pvt. Ltd and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include it successors and assigns) hereby expressly, irrevocably &unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between SBI Infra Management Solutions Pvt. Ltd and the contractor the Guarantor shall,

on demand without demur and without reference to the contractor pay to SBI Infra Management Solutions Pvt. Ltd immediately any sum claimed by SBI Infra Management Solutions Pvt. Ltd under the said contract up to a maximum amount of Rs._____ (Rupees only).

In case the amount demanded by SBI Infra Management Solutions Pvt. Ltd is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs...../- (Rupeesonly).

Such payment shall be notwithstanding any right the contractor may have directly against SBI Infra Management Solutions Pvt. Ltd or any disputes raised by the Contractor with SBI Infra Management Solutions Pvt. Ltd or any suits or proceedings pending in any competent court or before any arbitrator. SBI Infra



Management Solutions Pvt. Ltd's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBIMS and the Contractor and or indulgence shown to the contractor by SBIMS, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI Infra Management Solutions Pvt. Ltd in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI Infra Management Solutions Pvt. Ltd.

This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee SBIIMSPL will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.

This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBIIMSPL of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to SBIIMSPL in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBIIMSPL that the envelope was so posted shall be conclusive.

These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs. _____.

This guarantee will remain valid upto _____ unless a demand or claim under this guarantee is made in writing against us within three months from that date, i.e. on or before -----, the guarantor shall be discharged from all liability under the guarantee thereafter.

Dated the

For (Name of Bank)

(Signature/s with designation/s of signatory/ies)

(Name and Stamp of Bank)



ANNEXURE - 2

INDEMNITY BOND FORMAT

THIS DEED OF INDEMNITY BOND executed at Mumbai on this _____ day of _____ month of year Two Thousand and Eighteen (2018) By M/s _____ duly represented by proprietor / one of its partners Shri_____, aged _____ years, son of Shri_____, residing at _____ (hereinafter referred to as Contractor)

In favour of

SBI Infra Management Solutions Pvt. Ltd, a wholly owned subsidiary of State Bank of India, having its Corporate Office at Nariman Point, Mumbai.

Whereas SBIIMSPL on behalf of State Bank of India has invited e-tenders from the SBIIMSPL empanelled contractors for Operation And Annual Maintenance Contract For various air-conditioning system At State Bank Of India 'Synergy', Local Head Office Bandra - Kurla Complex, Bandra (E), Mumbai - 400 051 From From 01 March 2019-28 Feb 2020. The Contractor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by SBI Infra Management Solutions Pvt. Ltd vide their letter.....

And whereas as per tender documents, the Contractor has to enter into a Contract Agreement with SBI Infra Management Solutions Pvt. Ltd and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with SBI Infra Management Solutions Pvt. Ltd on

In consideration of SBI Infra Management Solutions Pvt. Ltd having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless the SBI Infra Management Solutions Pvt. Ltd from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

Further, Contractor hereby indemnifies and keep SBI Infra Management Solutions Pvt. Ltd indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by State Bank of India on account of breach of the terms and conditions of the Contract by the Contractor.

Signature of Contractor with seal



PART-'B' (PRICE BID)

BILL OF QUANTITY

STATE BANK OF INDIA,

Operation And Annual Maintenance Contract For Various air-conditioning systems At State Bank Of India ZONAL OFFICE, S.V. PATEL MARG , NAGPUR - 440 001 From From 1st April 2019 to 31st March 2020.

| Sr.no | Description | Rate/ TR (in Rs.) | Total Amount (in Rs.) |
|-------|---|-------------------|-----------------------|
| 01 | Split AC 1/1.5/2TR i) Total No.: 83 ii) Total TR: 130 | | |
| 02 | Ductable Air-conditioning System i) Total No.:3 ii) Total TR:22.5 | | |
| 03 | Cassette Air-conditioning System i) Total No.:23 ii) Total TR:92 | | |
| 04 | GST @ 18% | | |
| 05 | TOTAL | | |

Rupees (in **word**)
only

Date &Place: -

Signature and Stamp of Tenderer