

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	12-04-2025 12:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	12-04-2025 12:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Finance
<b>Department Name/विभाग का नाम</b>	Department Of Financial Services
<b>Organisation Name/संगठन का नाम</b>	State Bank Of India (sbi)
<b>Office Name/कार्यालय का नाम</b>	State Bank Academy Gurugram
<b>क्रैता ईमेल/Buyer Email</b>	buycon123.sbis.dl@gembuyer.in
<b>Item Category/मद केटेगरी</b>	Operation And Maintenance Of HVAC System (Heating, Ventilation And Air Conditioning System) - As per NIT uploaded
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	11 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	2 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	3611405
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	36100

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	12

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के

दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

AGM Admin

Admin office, State Bank Academy, Plot No-77, Sec-18, Gurgaon-122015.

(State Bank Academy)

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

Price Bid - [1743511297.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Additional Compliance Documents required by buyer:**As per NIT uploaded

**List of consumable/Material or spare parts as applicable:**[1743511353.pdf](#)

**Please upload scope of work:**[1743511367.pdf](#)

**List, quantity, type, specifications and other details of Machines/Product:**[1743511381.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
08-04-2025 15:00:00	At office of AGM(Admin), State Bank Academy, Plot No-77, Sec-18, Gurgaon-122015

**Operation And Maintenance Of HVAC System (Heating, Ventilation And Air Conditioning System) - As Per NIT Uploaded ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Operation And Maintenance Service Is Required For	As per NIT uploaded
Type of Annual Maintenance Service Provider required	OEM , OEM Authorised Service Provider (ASP) , As per NIT uploaded
Status/condition of equipment/machine/system (At the time of bid)	Under AMC and functional
Cost of consumable/Material	As per NIT uploaded
Cost of spare parts	As per NIT uploaded
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Number of Dedicated managerial/supervisory staff required	1
Duty hours of dedicated mangerial/supervisory staff	8
Working days in a week for mangerial/supervisory staff	7
Number of dedicated skilled manpower required	2
Duty hours of dedicated skilled manpower	8
Working days in a week for skilled manpower	7
Number of dedicated semi-skilled manpower required	0
Duty hours of dedicated semi-skilled manpower	0
Working days in a week for semi-skilled manpower	0
Number of dedicated unskilled manpower required	2

Specification	Values
Duty hours of dedicated unskilled manpower	8
Working days in a week for unskilled manpower	7

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	Additional Requirement/अतिरिक्त आवश्यकता
1	Sanjay Gulati	122015,State Bank Academy Plot No 77 Sector 18 Gurugram-122015	1	<ul style="list-style-type: none"> <li>Number of months for which Operations &amp; Maintenance service is required during contract period : 12</li> </ul>

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

##### 2. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

##### 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

#### 4. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

#### 5. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and

[Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**

**TENDER DOCUMENT**

**FOR**

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) & DAY TO DAY OPERATION OF  
CENTRALISED AC PLANTS INSTALLED AT STATE BANK ACADEMY GURGAON**



## NOTICE INVITING TENDER

**Tender ID: SBA/2025-26/001**

State Bank of India, Academy, Gurgaon invites online Tenders for **Comprehensive Annual Maintenance Contract & Day to Day Operation of Centralized AC Plants installed at State Bank Academy Gurgaon Plot No-77, Sec-18, Gurgaon-122015.**

**Buyer Added ATC will prevail over rest of the conditions in case of ambiguity or contradiction.**

1.	<b>Scope of Work</b>	<b>Comprehensive Annual Maintenance Contract &amp; Day to Day Operation of Centralized AC Plants installed at State Bank Academy Gurgaon (Details as per the tender documents)</b>
2	<b>a) Tender invitation</b>	<b>10 days</b>
	<b>b) Tender technical bid opening</b>	<b>As per GEM</b>
	<b>c) Technical bid clarification time</b>	<b>As per GEM</b>
	<b>d) Price bid opening</b>	<b>As per GEM</b>
	<b>e) Pre Bid Meeting</b>	<b>At office of AGM(Admin), State Bank Academy, Plot No-77, Sec-18, Gurgaon-122015 Date 08/04/2025, Time 03:00 PM</b>
3	<b>a) Earnest Money Deposit (EMD) (approx. 1% of the 1 Years Contract Value Excluding GST)</b>	<b>Rs.36100/-<i>(Rupees Thirty Six Thousand one Hundred Only)</i> to be submitted in the form DEMAND DRAFT in FAVOUR “State Bank Academy” payable at Gurgaon.</b> The requirement of EMD shall be exempted for Micro and Small enterprises and start-ups with uploading valid MSME/UDYAM registration certificate.
	<b>b) Experience</b>	<b>The company must have minimum 2 years of experience before the bid opening date, in</b>  <b>“Comprehensive Annual Maintenance Contract &amp; Day to Day Operation of Centralised AC Plants” Copy to documents as per Experience criteria be uploaded as proof of experience.</b>
	<b>c) Minimum Turnover (Average annual in last three years 21-22, 22-23, 23-24) Provisional of 24-25 may also be considered on producing valid CA certificate.</b>	<b>11 Lacs and above</b>
	<b>d) Full fledged office</b>	<b>The bidder must have full-fledged office/service center/Branch office in any of location with-in geographical</b>

		area of Gurgaon or Delhi NCR. Copy of electricity bill in the name of firm /GST certificate/ trade license /ESI/PF registration receipt etc to be uploaded. (To a certain that the service center/Office/Branch office is full-fledged, bank may visit the said office at its own discretion).
	e) Past Performance	<p>The company should have completed “Comprehensive Annual Maintenance Contract &amp; Day to Day Operation of Centralized AC Plant”</p> <p>either of the following:</p> <ul style="list-style-type: none"> <li>• At least one work of minimum <b>28.89 lac (Annual Contract Value) or above (excluding GST)</b></li> <li>• or</li> <li>• At least two work of minimum <b>18.05 lac (Annual Contract Value) or above (excluding GST)</b></li> <li>• or</li> <li>• At least three work of minimum <b>14.44 lac (Annual Contract Value) or above (excluding GST)</b></li> </ul> <p>In at least one of the last Seven financial year. Completion Certificates of the above works, in case completion certificates are not available, the copies of GST invoices (Completed Annual Contract) raised in the name of client may be considered at the sole discretion of the Bank. (The above certificates/invoices etc. must be of any Central / State Govt Organization / PSU / Public Listed Company)</p>
4	Initial Security Deposit (ISD)	2% of the total value of the contract including Earnest Money ( <b>without GST value</b> ) to be submitted in the form DEMAND DRAFT in FAVOUR “ <b>DEMAND DRAFT in FAVOUR “State Bank Academy” payable at Gurgaon.</b> With-in 7 days from date of receipt of work order.
5	Security Deposit (SD)	Total security deposit shall be <b><i>5% of the total contract value of one year in the form of a Bank Guarantee in favour of ‘State Bank Academy, Gurgaon drawn on other scheduled/nationalized Bank or FDR receipt favoring State bank Academy, Gurgaon issued by any branch of SBI for the whole period of the contract. The security deposit will be refunded on expiry/termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank.</i></b> The Security

		<p>Deposit will be interest free. No interest shall be paid to the amount retained by the Bank as Security Deposit.</p> <p>I. Forfeiting Of Security Deposit :</p> <p>a) The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the SBI, if the Bidder either fails to execute the Contract or fails to fulfill the contractual obligations or fails to settle in full his dues to the SBI.</p> <p>b) The SBI is empowered to recover from the security deposit for any sum due and for any other sum that may be fixed by the SBI as being the amount or loss or losses or damages suffered by it due to delay in performance and / or non-performance and / or partial performance of any of the conditions of the contract and / or non-performance of guarantee obligations.</p> <p>c) Any default in CAMC</p>
6	Time of completion of work	<b>Till the expiry of the Contract</b>
7	Income Tax and GST	<p>1) Income Tax/GST will be deducted at source as per Govt. Guidelines.</p> <p>2) Reimbursement of GST on contract will be made only on submission of proper GST invoice as per applicable GST provision. The Bidder should comply with the following.</p> <p>1.0 Bidder should have GST Registration Number</p> <p>2.0 Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision Bidder should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the Bidder.</p>
8	Validity of Offer	90 days from the date of opening the Tenders
9	Liquidate Damage(LD)	At the rate of 0.5% of the Contract Value per week which subject to a maximum of 5% of the accepted Contract Value.
10	Terms & mode of payment	<ul style="list-style-type: none"> <li>There would be no provision for advance rental payment.</li> <li>The vendor will submit the invoice along with</li> </ul>

		<p>attendance sheet &amp; other necessary documents within 7 days on completion of each month to the user deptt. After verification of invoice &amp; documents submitted by the Vendor and deducting the absent days &amp; penalties, if any, the user deptt. will make payment for the monthly hiring charges due.</p> <ul style="list-style-type: none"> <li>The monthly hiring rate will be firm throughout the contract period from the date of issue of the work order and shall not change at any event during the contract period.</li> <li>Payment shall be made by way of Electronic fund transfer. The vendor should furnish details of the Bank, A/c no, IFSC code PAN, GST numbers etc. in the Invoice.</li> </ul>
11	Place of opening of tender	<b>Admin office, State Bank Academy, Plot No-77, Sec-18, Gurgaon-122015.</b> <a href="mailto:cmadmin.sba@sbi.co.in">cmadmin.sba@sbi.co.in</a>
12	Contact person (SBI)	Manager( Electrical), SBI, 5 <sup>th</sup> Floor, D Block, Local Head Office, 11, Sansad Marg, New Delhi -110001 <a href="mailto:diwakar.gupta@sbi.co.in">diwakar.gupta@sbi.co.in</a> , Ph. 01123407139
13	Performance guarantee:	NA
14	Documents to be uploaded on GEM Portal	<ol style="list-style-type: none"> <li><b>Complete tender document signed and stamped.</b></li> <li><b>Copies of documents as per Experience criteria be uploaded in GEM portal as proof of experience. Sr. No: 3(b)</b></li> <li><b>Completion Certificates of the above works, in case completion certificates are not available, the copies of GST invoices raised in the name of client as defined in Experience criteria of this NIT Sr. No: 3 (e), Copies of same to be uploaded in the GEM portal.</b></li> <li><b>Copy of electricity bill in the name of firm /GST certificate/ trade license /ESI/PF registration receipt etc to be uploaded to certify full-fledged office criteria as defined in this NIT</b></li> <li><b>Other documents as per gem criteria stating turnover, etc (CA certificate etc).</b></li> </ol>
15		<b>PLEASE SUBMIT ONLY RELEVANT DOCUMENTS</b>

16		The SBI reserves the right to cancel or postpone or modify the tender at any stage without assigning any reason thereof.
17		The vendor has to obtain all necessary approvals/permissions, Liaisoning if any, from the appropriate government authorities/Local authorities required for the completion of the above contract at the site mentioned in this tender. The vendor has to comply all the rules and regulations which are necessary for the execution of the contract and shall indemnify the SBI from all legal and monetary liabilities arising due to the violation of the approvals/permissions, rules and regulations.
18		During the warranty Period of M/s Voltas (OEM) for New Equipment's installed as per Annexure -III, vendor has to co-ordinate with M/s Voltas to provide repair and replacement of any faulty parts and equipments installed new by M/s Voltas as per Annexure -III to make the plant in perfect working condition.

AGM (Admin)

**Annexure-I**  
**UNDERTAKING**  
**(To be submitted along with the technical Bid)**

To  
AGM(Admin),  
State Bank Academy,  
Plot No-77, Sec-18,  
Gurgaon-122015.

Dear Sir,

**Sub.: - Comprehensive Annual Maintenance Contract & Day to Day Operation of Centralised AC Plants installed at State Bank Academy Gurgaon**

1. I/ We refer to the tender notice issued by you for CAMC of Air conditioners in connection with the above.
2. **I undertake to submit in Hard copy the tender document along with all terms & Conditions, Specifications and subsequent annexure and corrigendum's duly signed and stamped by authorized representative/ signatory on becoming L1. However, we accept all the terms and conditions along with the specifications, Drawings, Layouts etc. defined in the tender documents.**
3. I/ We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, designs, conditions of contracts & specifications schedule of quantities relating to the works.
4. I/ We have satisfied myself/ ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions, subject to above, I/ We do hereby agree, should this tender be accepted in whole or in part, to:
  - a. Abide by and fulfill all the terms and provisions of the said conditions annexed hereto
  - b. Complete the works within **(till the validity of the contract)** as per the work programme enclosed with the tender in two or three shifts if considered necessary by the Employer/ Consultants at no extra cost to the Employer.
5. I/ We have deposited an EMD of **Rs.36100/- (Rupees Thirty Six Thousand one Hundred Only)** to be submitted in the form DEMAND DRAFT in FAVOUR "State Bank Academy" payable at Gurgaon, respectively which I/ We note, will not bear any interest and is liable for forfeiture.
  - I. If our offer is withdrawn within the validity period of acceptance by the Employer.  
Or
  - II. If the contract agreement is not executed by us within 7 days from the date of receipt of the letter of acceptance.  
Or
  - III. If we fail to pay the initial security deposit as stipulated.  
Or
  - IV. If the work is not commenced within 3 days after issue of work order.

2. I/ We understand that you are not bound to accept the lowest or any tender you receive.
3. The intending bidders shall be asked to quote their offers in terms of Individual item wise unit rate and amount for that item and the total cost of the project he will be willing to execute the work.
4. The "Percentage discount Offer" (if any discount provided by contractor) shall be uniformly applicable to each and every item including all sections/ sub-sections/ sub heads of the Tender.
5. In case , the lowest tendered amount of two or more contractors is same, L1 will be decided as per GEM portal.
6. ***5% of the total contract value of one year in the form of a Bank Guarantee in favour of 'State Bank Academy, Gurgaon drawn on other scheduled/nationalized Bank or FDR receipt favoring State bank Academy, Gurgaon issued by any branch of SBI for the whole period of the contract. The security deposit will be refunded on expiry/termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank.***

The names of DIRECTORS of our Firm are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Yours faithfully,

Signature .....

Designation .....

Name of Partner/ Director of the Firm, authorized to sign or name of person having power of attorney to sign the contract. (Certified true copy of power of attorney should be attached)

Signature and address of witnesses:

a. Signature.....

Name .....

Address .....

b. Signature.....

Name .....

Address .....

c. Signature.....

Name .....

Address .....



## **Instructions to the Vendors & Terms & Conditions**

1. **EMD of Rs.36100/-*(Rupees Thirty Six Thousand one Hundred Only)* to be submitted in the form DEMAND DRAFT in FAVOUR “State Bank Academy” payable at Gurgaon** (to be enclosed in sealed envelope as a part of Technical Bid). Tender received without EMD or lesser amount will be summarily rejected. No interest will be paid on the EMD. The requirement of EMD shall be exempted for Micro and Small enterprises and start-ups with uploading valid MSME/UDYAM registration certificate.
2. **5% of the total contract value of one year in the form of a Bank Guarantee in favour of ‘State Bank Academy, Gurgaon drawn on other scheduled/nationalized Bank or FDR receipt favoring State bank Academy, Gurgaon issued by any branch of SBI for the whole period of the contract. The security deposit will be refunded on expiry/termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank.**
3. The tender rates shall be valid for at least 3 months after the date of opening the financial bid. Tender valid for a shorter period shall be liable for rejection.
4. The tender shall be signed & stamped by the authorized person.
5. The L1 vendor has to obtain all necessary permissions and approval required for the execution of the contract from the appropriate authority. In case of default L1 vendor will be liable for all the claims and will indemnify the Bank against all the claims including legal and monetary.
6. The successful tenderer will have to make an agreement with SBI on terms and conditions of the contract on a non-judicial stamp paper within 15 days, the cost of which will be borne by the contracting agency/firm/company.
7. The firm must have PAN, EPF, ESI & GST registrations.
8. If any Tenderer declare or file misleading statement, misrepresentation then he will be disqualified from the process of selection.
9. The bidders must accept and agree all the terms & conditions of both SBI as well as the agency authorized by the Bank for conducting e- tender.
10. The tenderer will have to submit their tender after carefully examining the whole of the tender documents.
11. Any tender submitted after the stipulated date and time will automatically stand disqualified and no extension of time will normally be allowed for submission of tender
12. The Bank reserves the right to refuse the issue of tender or reject any or all bids without assigning any reasons whatsoever. Canvassing in any form in connection with the tender is strictly prohibited and tenders submitted by contractors who resort to such course shall liable to be rejected summarily.

13. Tenders not fulfilling any or all of the conditions prescribed, or which are incomplete in any respect shall liable to be rejected.
14. Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, EMD will be returned.
15. TDS as applicable will be deducted from the bills payable to the contractor
16. All safety norms as defined by the appropriate authorities whether SBI/local/government bodies shall be strictly adhered to by the contractor during the execution of the entire contract. All men and machinery has to be covered under suitable insurance by the contractor and Bank is not liable to pay any compensation for the damages to men(including death) and machinery under any circumstances during the transit, loading, unloading, installation, testing and commissioning, Maintenance of the Air Conditioning plant. In case of default, L1 vendor will be liable for all the claims and will indemnify the Bank against all the claims including legal and monetary.
17. During the currency of the Contract, all care shall be taken so that the downtime of Air Conditioners is kept minimum.
18. Each page of the tender documents should be signed by an authorized person in token of having accepted the terms & conditions of contract, specifications, as laid down.
19. All expenses for the registration of the agreement in the tender will be borne by the vendor.
- 20. In case of any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of the SBI shall be final and binding on the Contractor All disputes are subject to local Jurisdictions only i.e courts in Gurgaon, Haryana.**

## **NAME & SCOPE OF WORK**

### **Comprehensive Annual Maintenance Contract & Day to Day Operation of Centralised AC Plants installed at State Bank Academy Gurgaon**

#### **Scopes of works in contract type - Comprehensive Annual Maintenance Contract (CAMC) of Central Plants Chillers including low side equipment.**

1. The CAMC charges quoted should include the cost of all labor, consumables, repair/replacement of compressor, electronic components , Coils, capacitors, Gas Charging, Valves, condenser, gauges , sensors, other components/spare parts as required ( not exactly mentioned here) related to Centralized Air-conditioning Plants , other faults as identified , repairs to pumps, cooling towers, AHUs, Boiler ,control panel, for maintaining the Whole Centralized AC Plant at SBI Academy as stated in the tender document in perfect working condition, excluding only complete replacement of equipment's , when the equipment is beyond repairs. The rates quoted also includes all other taxes, duties, loading, unloading, transportation, lifting, shifting, other expenses etc. from and to the site. Only GST (As Applicable) shall be paid extra.
2. The Centralized Ac Plant (types as stated above) and other related equipment's should be serviced properly so that the required temperature can be maintained.
3. Checking and rectification of all leakages.
4. Checking of compressors and its accessories for smooth functioning
5. Checking of controller/PCB/other electronic components/ gauges/sensors for its proper functioning and repair/ replacement of the same if found necessary.
6. Cleaning of All ducts attached to the AHUs of centralized AC Plants
7. During the warranty Period of M/s Voltas (OEM) for New Equipment's installed as per Annexure -III, vendor has to co-ordinate with M/s Voltas to provide repair and replacement of any faulty parts and equipment's installed new by M/s Voltas as per Annexure -III to make the plant in perfect working condition.

#### **REPAIR AND MAINTENANCE:**

1. Vendor to maintain the air-conditioning plants in safe and working order and for this purpose, will provide the following repair and maintenance service.
2. The Vendor shall correct any fault and failure in the air-conditioning plant.
3. All repair and maintenance service described herein shall be performed by qualified maintenance engineer of the air-conditioning plants.
4. Vendor shall be responsible for any type of malfunctioning of the air-conditioning plants, its control and safety devices, in line with CAMC scope of work.

#### PREVENTIVE MAINTENANCE SERVICE:

1. Air-conditioning plants shall be regularly and systematically examined, adjusted and moving parts lubricated and if conditions warrant, the component rendered defective due to normal wear and tear will either be repaired or replaced without any extra charge. Company shall always ensure the proper working of air-conditioning plant.
2. Vendor also agrees to attend all breakdown calls: Vendor undertakes to carry out the servicing, repairs and maintenance of the AC plants to render trouble free uninterrupted services to the SBI as per the requirement.
3. Vendor undertakes to carry out the servicing of the air-conditioning plants quarterly for centralized AC plant. Vendor undertakes to carry out following works during the service:
  - i) Cleaning the condenser water cooling system including draining the cooling tower tank and examining strainer, spray pipes and spray nozzles etc.
  - ii) Cleaning all the electric contacts, check the terminal for tightness and attend if necessary.
  - iii) Checking condition and setting of penal controls, operating controls, safety controls to ensure optimum performance, reliability, and replacement of the same, if required.
  - iv) Checking all electrical controls and components like switches, contractors, timer, relays and starters etc. in all the panels and replacement of the same if found necessary.
  - v) Inspecting. Checking the refrigerant required as a result of a leak in the system arising out of fair wear and tear.
  - vi) Cleaning the entire plants externally.
  - vii) Descaling/ cleaning of chiller and water-cooled/ air-cooled condenser once in a year, when found necessary.
  - viii) Repairing/overhauling the components of the equipment's including replacement of worn out parts when found necessary.
  - ix) Repairing overhauling of the chilled water and condenser water pumps, cooling tower and condenser fan motor including replacement of worn out parts, if found necessary.
  - x) Lubricating the bearings of motors, pumps and fans when found necessary.

- xi) Inspection of AHUS, FCUS and air washer belts, adjusting of tension and replacing of worn out belts.
  - xii) Annual changing of compressor oil of central chiller plants, if found necessary.
4. Vendor shall attend to the air-conditioning system when called upon by the Bank during company's office hours or as and when required by the Bank.
  5. Half yearly descaling/ cleaning of condensers, cooling coils for AHUS and FCUS cleaning of chillers, if found necessary.
  6. Vendor to paint all the equipment's, pipes fittings & panel boards etc. once in three years.
  7. Vendor undertakes to replace pre filters as & when required.
  8. Vendor to check the working of all the gauges, including pressure gauge, temperature gauge and water pressure gauges etc.
  9. Vendor to replace the canvas connection, if necessary.
  10. Vendor to check the performance of the plant after servicing.
  11. Vendor to clean the premises of the Plant room, AHU room after carrying out servicing. No material, dirt caused during servicing shall be left in the room.
  12. Vendor to submit preventive maintenance plan for each plant during the year.
  13. The complete risk while carrying out the service & maintenance of the plants will be of the vendor for their employees. Any damages to the Bank property if attributable to the negligence of contractor will be recovered from the running bills.
  14. Vendor to keep rates firm throughout the contract period and shall not change at any event during the contract period excluding any new Government levy/ statutory variation.
  15. Carrying out quarterly inspection of equipment listed in **Annexure-III**, as a part of Preventive Maintenance (PM) in accordance with relevant PM checklists and as per schedules that will be prepared upon activation of contract. The salient features in these checklists are as follows:
  16. Checking the central AC or Refrigeration system and equipment such as compressors, motors, pumps, cooling towers and their electrical controls on the respective equipment.
  17. Checking the refrigeration system for any leaks.
  18. Checking the electrical and refrigeration control system for operation and adjustments of set values as necessary.
  19. Lubrication of all necessary points in the system & its components in line with the checklist.
  20. Changing of parts or repairing or re-calibration as may be necessary.
  21. Carrying out once in a year, chemical or manual (tube brushing) de-scaling of water-cooled condensers.
  22. Chemical de-scaling will not be done when manual brushing of condenser tubes will suffice; this enhances the life of the condenser.
  23. Carrying out at least once in a year, external cleaning (chemical or with plain water) of evaporator coils, chilled water coils in AHUs, condenser coils in air-cooled equipment, cooling tower basin, troughs, fills without detaching them from the system.

24. Carrying out - once in a year, testing of lubricant and water (chilled water system and water-cooled condensing systems only) samples. a. Lubricants will be changed as per schedule prescribed in the maintenance manual of the equipment concerned or if the sample indicates un-acceptable quality. Quality limits are as per prescriptions by the equipment or lubricant manufacturers, whichever is higher.
25. Attending to breakdown calls. Parts and consumables will be provided free of charge in normal circumstances.
26. Publishing an annual report for improvements if any.

**Scope of work/Terms and Conditions/We undertake day-to-day Operations of plants as under:**

1. Starting and stopping of the Chiller plant.
2. Checking water in the cooling tower. Applicable for water cooled units. Concerned official/Voltas Limited.
3. Checking operation of each equipment for its normal operating conditions and informing the abnormalities to your recording the readings in log sheet.
4. Recording abnormalities observed of the plant in the log sheet.
5. Cleaning of AHU air filters as and when found necessary.
6. Maintain general cleanliness in the Plant room.
7. The operation contract shall be as per Bank's requirements in shifts or after normal working hours, on holidays.
8. Day to day operations, daily, weekly or monthly routine maintenance and housekeeping.

**Terms & Conditions**

1. **The rates quoted also includes all other taxes, duties, loading, unloading, transportation, lifting, shifting, other expenses etc. from and to the site. Only GST (As Applicable) shall be paid extra.**
2. The Air Conditioners (types as stated above) and other related equipment's should be serviced properly so that the required temperature can be maintained.
3. **Attending unlimited numbers of emergency call/ complaints/ Breakdown calls within 1-2 hours of lodging of complaint by any means of communication. The faults must be rectified within 4 Hours and in case of compressor repair/replacement, PCB repair/replacement or any major fault, maximum within 24 Hours. If the complaint is not resolved within the stipulated period as above the same will be treated as unsatisfactory service until proper justification of same is not provided. The penalty in way of liquidated damages as stated in subsequent clauses will be imposed.**
4. The contractor shall carry out preventive maintenance / checks as per CPWD specification, respective trade practice and maintenance instruction manuals for installation and the maintenance is to be carried out as per instructions of Engineer -in-charge and CPWD specification.

5. The contractor shall record the entries and complaint details in the proper register along with the time schedule of lodging of the complaint to the rectification of the issue apart from day to day maintenance of equipment's.
6. All the materials required for carrying out operation and day-to-day maintenance services will be supplied by the contractor.
7. The contractor shall take over the AC Plant before commencement of the work and hand over the same as the time of completion of contract in original condition. However, normal wear and tear will not be the responsibility of the contractor.
8. The contractor will assess the requirement of materials for preventive maintenance and breakdowns and will have in stock the same for smooth functioning of the Air Conditioners.
9. **The contract shall initially be for a one-year period. The contract may be renewed for further two year period, one year at a time, unless the parties decide otherwise ( at the discretion of the Bank only) the renewals will take place by giving notice in writing by the contractor of its intentions to renew this agreement at least 3 month in advance to the Bank. In case the service of the contractor is not found satisfactory, Bank may terminate the contract after giving one month's notice.**
10. **The L1 bidder has to deposit 5% of the total contract value of one year in the form of a Bank Guarantee in favour of 'State Bank Academy, Gurgaon drawn on other scheduled/nationalized Bank or FDR receipt favoring State bank Academy, Gurgaon issued by any branch of SBI for the whole period of the contract. The security deposit will be refunded on expiry/termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank. The EMD with quotation shall be released thereafter.**
11. Bank reserves the right to reject any or all the tenders / quotations without assigning any reason.
12. In case of absence / leave/ weekly off staff suitable alternate arrangement shall be made by the contractor failing which heavy penalty @ Rs. 2000.00 per person per day will be imposed. Similarly, the detection of proxy attendance of menial or unskilled staff shall attract similar penalty / cancellation of contract.
13. **The service provider shall depute one team (each team having one skilled technician and one helper) in two shifts and a supervisor to ensure smooth maintenance of the Air Conditioners as advised by state Bank Academy.**
14. All taxes, as prevalent on date and as per rules, shall be deducted at source from all bills.
15. Irrespective of the fact, whether the Minimum Wages Act is applicable or not. The payment of the labour charges to the laborers, highly skilled, skilled or unskilled shall be made by the contractor as per the notification issued from time to time by the appropriate Government under the Minimum Wages Act.

16. The liability of the contractor, if any, under various laws is emphasized, in case Bank suffers in any manner due to non-compliance of any law on the part of the contractor, the contractor shall indemnify the Bank in all respects.
17. That the contractor shall be responsible for the behavior of the workers engaged / appointment by him. In case any such worker misbehaves with any staff then the Bank can direct the contractor to remove such worker from the Bank's Complex and Bank shall be within its right to forbid the entry of such workman or any other person there being and on behalf of the contractor, in the SBI academy in question.
18. In case the contractor or any their employee fails to fulfill their obligations for any day or any number of days to the satisfaction of the bank, for any reason whatsoever, they shall pay way of liquidated damages up to At the rate of 0.5% of the Contract Value per week, subject to a maximum of 5% of the accepted Contract Value and the bank shall without prejudice to their other right and remedies, be entitled to deduct such damages from the money, if any payable to the contractor.
19. Complaint register, demand register, workman's diaries, log book for all kind of preventive maintenances, periodical inspection books on CPWD format or as approved provided by the Bank are to be maintained and every work is to be recorded in the respective register. The log books / registers shall be provided by the contractor at his cost.
20. The CONTRACTOR shall carry out preventive maintenance checks as per program given by the Bank's engineer or as per CPWD specifications of respective trade practice and maintenance instruction.
21. Normally information of break down faults, defects etc. noticed by the contractor shall be recorded by them and action be initiated immediately. It should also be brought to the notice of the Bank.
22. The CONTRACTOR shall have required number of caution boards such as 'Man on line". Don't switch on" for displaying on the controlling switch gears, while undergoing repair work.
23. The CONTRACTOR will follow all safety rules as per tender documents and also required safety precautions while doing work on the equipment's as notified by the local & government authorities.
24. Local security rules shall be observed and followed by the Contractor and his staff.
25. The CONTRACTOR shall arrange to render efficient service as outlined in these specifications. In case he fails to maintain the satisfactory service and if the Bank and the department have to incur any expenditure to maintain the installation by itself or from the alternate arrangement, the same will be recovered, from the vendor.
- 26. The bank has reserved its right to discontinue the contract at any time without assigning any reason.**



- 27. The payment will be made on Monthly basis, on written request after satisfactory services are rendered on completion of each Month, nothing in advance will be payable to the vendor. No advance payment of any kind shall be made.**
28. The CONTRACTOR shall employ qualified / trained persons for maintenance of Air Conditioners as stated in the tender document and shall be fully responsible to obtain such licenses for taking up the above work as are prescribed by the state/local bodies / government /CPWD both for maintenance and helping staff. They shall also be responsible for any periodic statutory inspections to be carried out on the equipments, rectification of defects pointed out during such inspections etc. A failure of contractor to comply with all penalties imposed by the state/ local bodies and the inspection and subsequent rectification will be carried out by the Bank at his risk and cost.
- 29. The contract can be terminated by the State Bank Academy without assigning any reasons by giving a notice period of 30 days at any time during the period of contract. No claim for any compensation will however be entertained due to such termination prior to the expiry of stipulated period of contract.**
30. In case of any accident during the maintenance of the equipment leading to injuries / damages to human beings / equipment, the contractor will settle all claims and indemnify the Bank against any claims arising out of such accident consequent damages to other system will however be not recoverable from the contractor.
31. The contractor has to ensure compliance of statutory obligations of Minimum Wages/ ESIC/ EPF/ Bonus/ Leave Coverage/ Income Tax / TDS/ GST etc. The Bank reserves the right to call for the evidence of the statutory compliances whenever required.
32. The CONTRACTOR will provide technical advice for proper maintenance of the system and their safety and when it is sought by the department.
33. The CONTRACTOR shall visit the premises and ascertain himself with all the working conditions, conditions of the AC Plant, before quoting. No excuses regarding the same will be entertained by the Bank after the tender opening and award of work to the L1 Vendor
34. As per terms of the contract, extra manpower will have to be procured/ provided by the contractor as and when required and nothing extra for about shall be paid by us for the same. No overtime shall be paid.
35. The CONTRACTOR shall obtain adequate insurance policy in respect of his workmen to be engaged for the work towards meeting the liability of compensation arising out of death / injury / disablement at work etc.
36. The CONTRACTOR shall provide uniform including shoes for summer and in winter to his employees at its own cost and ensure their cleanliness and use. Identity cards shall be issued by the contractor to all its employees, and they will wear it in the Bank.

37. The CONTRACTOR /Contractor's engineer shall visit the site/ office in a week and also as and when required. Please note that no residential accommodation shall be provided by the Bank.
38. The Contractor will have to agree for the lowest approved rates for miscellaneous job to be executed at the site.
39. The contractor shall take over the entire Ac Plant before commencement of the work and hand over the same at the time of completion of contract in original conditions. However, normal wear and tear will not be the responsibility of the contractor.
40. All the taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement which are liable to be payable by the contractor and paid to the respective Government Departments or authorities as may be required under law and the contractor shall have no claim against the Bank in respect of any or all such payments.
41. The contractor should possess, for the entire duration the licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation and Abolition) Act 1970 and rules there under. The contractor shall comply with all rules and regulations in force under the said Act and rules. The contractor shall furnish the copy of license under the contract labour regulation abolition Act to the Bank within 07 days of award of contract. The contractor shall comply with all applicable laws, rules and regulations relating to Provident Fund, Payment of Bonus, Minimum wages or any Statutory / Regulatory requirements. Any dispute regarding such dues shall and be settled by the contractor.
42. This being a pure works contract, the personnel engaged by the contractor and deployed by him at the Bank premises will be in no way be deemed as working under employment of the Bank and there shall not exist any employer-employee relationship between the Bank and the contractor or his personnel deployed by him. The contractor agrees to indemnify the bank against any imposition of penalty, damages, or other award of compensation by the court or other authority as a consequence of any of the persons engaged by the contractor claiming to be employee of the Bank.
43. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles / equipment's or any part thereof by the Bank to the Contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.
44. 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 at its discretion but without prejudice to its other rights and remedies terminate this contract
45. The contractor shall be responsible for any loss due to theft / pilferage and/or damage to the Bank's property, when such image is, in the opinion of the Bank caused due to negligence, carelessness or any fault on the part of the Contractor or his Workmen / employees engaged for

the services. The contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.

**46. The CONTRACTOR shall visit the premises and ascertain himself with all the working conditions, conditions of the Air Conditioners, before quoting. No excuses regarding the same will be entertained by the Bank after the tender opening and award of work to the L1 Vendor**

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

- Minimum Wages Act, 1948 (Amended)
- Payment of Wages Act 1936 (Amended)
- Workmen's Compensation Act 1923 (Amended)
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- Apprentice Act 1961 (Amended)
- Industrial Employment (Standing Order) Act 1946 (Amended)
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Shop and Establishment Act
- Any other Act or enactment relating thereto and rules framed there under from time to time.

48. The Contractor shall bind himself/ executor or administrator or successors and shall indemnify and hold harmless the Bank in respect of this contract, including all claims, damages, proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its Directors, Officers or employees for reasons thereof or consequent upon any breach or default on the part of the Contractor in respect of violation of any of the provisions of Laws/Acts/Rules or Regulations having the force of law or any or any award or decision by any Competent Tribunal, Court or Authority in respect of the workmen or any one employed/ engaged by the Contractor in connection with this contract.

49. **PENALTIES:** In the event of violation of any terms and conditions by the contractor of this tender document, the bank will be within its rights to recover suitable amount as penalty from the contractor's bill or from the security deposit. The quantum of penalty may be decided by the Bank and shall be binding on the contractor. The penalty as may be determined by the Bank shall be liable to be adjusted from the security deposit in which case the successful bidder will be required to replenish such deposit after adjusting the value of deposit. Such penalty may also be recovered from the payments to be made by the Bank to the Contractor on the basis of bill raised by the Contractor under this tender.

Agreed and accepted all the above Terms and Conditions

Signature of Contractor

Date:

Seal

**Other Terms & Conditions**

1. The SBI however still reserves the right to terminate the said contract at any time on the ground of unsatisfactory services rendered by the agency or without assigning any reasons. SBI will be the sole judge in this regard. On termination of the contract, the Contractor shall discontinue the maintenance activities and handover peaceful possession of the Bank's Ac Plant as stated in the tender and related accessories therein in good condition.
2. The Contractor shall not be allowed to carry away any material/item out of the campus without the permission of the Bank's authorized representative.
3. The Contractor shall have no tenancy rights on the space provided. The space provided shall have to be vacated immediately on expiry/termination of the contract. Contractor should hand over the vacant space and peaceful possession of the space provided.
4. The successful tenderer will have to make an agreement with SBI on terms and conditions of the contract on non-judicial stamp paper, the cost of which will be borne by the contracting agency/firm/company. The format of Agreement will be provided by SBI.
5. The Contractor shall cooperate with the other Contractors working in the Bank's campus.
6. The Contractor shall abide by all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Central/State Government Labour acts in force.
7. The Contractor will have to maintain registers / records as mentioned below as required under the provisions of various Acts and complete the formalities prescribed there under. The Bank shall not be responsible in any way for any breach of these rules and regulations by the Contractor. The contract is liable to be terminated if breach of rules and regulation is found after the award of contract.
8. The following registers are required under provisions of various Acts and to be maintained up to date in the prescribed format, kept available in the premises for inspection of any statutory authority, on demand for example, Register of Persons Employed, Muster Roll, Register of Wages, Register of Deduction, Register of OT, Register of Fines, Register of Advances etc.
9. The workmen engaged by the Contractor shall not have any right/claim over the various facilities enjoyed by the Bank's staff members.
10. All the workmen employed by the Contractor should be well mannered and should be in proper uniform.
11. The workmen employed by the Contractor attending work of the Bank under the contract must have highest standard of honesty.
12. A complete list of the workmen engaged by the Contractor together with the detailed bio data and latest photograph should be submitted to the Bank by the Contractor, Any changes should be informed to the Bank immediately.
13. The Contractor shall issue proper identity cards with latest photograph to his workmen.
14. The Bank reserves the right to reject any particular workman placed/employed, under the contract in the Bank's premises.
15. In case of lapse on part of the workmen of the Contractor, the Contractor should take corrective disciplinary action against such workmen. In case the Contractor fails to take any action against the defaulter, the Bank reserves its right to take any suitable/legal action against the Contractor.
16. While making payment of the service charges, the Bank will make the following deductions:
  - a. The income tax deduction at source as per the Government regulations.

- b. The amount equivalent to any damage/loss etc. done by the workmen employed by the Contractor to carry on the job at SBI.
  - c. Any other charges, fines, penalties and such other deductions.
  - d. Any other claims made by the employees of the Contractor against the SBI
- 17. The Contractor shall be responsible for the safety of his workmen and should follow all rules and regulations pertaining thereto. In case of any damage to property or persons, the Contractor shall be responsible and should take out necessary personal insurance policies for this purpose. Contractor should indemnify SBI for any claims, legal proceedings, etc arising from the above. The necessary licences etc., as per contract labour law shall be obtained by Contractor.
- 18. Contractors are advised to inspect and examine the site and make all investigations the extent of work, scope and conditions under which the works are to be executed. No claim for any extra payment of any kind on account of lack of information about the site conditions shall be entertained after acceptance of the tender.**
- 19. The Contractor shall obtain adequate insurance policy as per the Govt of India/ State Government guidelines applicable in this regards in respect of the workman to be engaged for the work, towards the meting the liability of compensation arising out of death/injury/disablement at work etc.
- 20. The rates quoted by the Contractor in the tender shall be deemed to have taken into account all the conditions mentioned above. The Contractor shall visit the premises before quoting.
- 21. The bank is at liberty to impose suitable penalty and deduct the same either from the bills submitted by the contractor or at its discretion from the Security deposit for any damage caused to bank's property by the contractor or for unsatisfactory work.
- 22. The contractor shall while maintaining or repairing the air conditioning system ,electrical items, equipments and other development works at the aforesaid complex only for the aforesaid maintenance and repair purposes, use the aforesaid and not to any other purpose and any violation or breach of this condition shall make the contractor liable for all the losses and of damages suffered or may be suffered by the bank in addition to pecuniary liability for all the consequences, besides forfeiture of the security deposit.
- 23. Permits and licences required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contractor. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.
- 24. The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the SBI. The contractor shall also report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.
- 25. The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of intimation of acceptance of his tender by the Bank, at his own cost. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.
- 26. Though the tonnage ratings, makes of the Air Conditioning plant are specified, the possibility of deviation in the rating, makes cannot be discarded, hence vendors are advised to assess the ratings, makes and conditions of the air conditioning plant before quoting.**

## 27. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes relating 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 those 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 **AGM(Admin), State Bank Academy, Plot No-77, Sec-18, Gurgaon-122015** and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the **AGM(Admin), State Bank Academy, Plot No-77, Sec-18, Gurgaon-122015** 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 **AGM(Admin), State Bank Academy, Plot No-77, Sec-18, Gurgaon-122015** in writing in the manner and within the time aforesaid.
- ii) **AGM(Admin), State Bank Academy, Plot No-77, Sec-18, Gurgaon-122015** shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the **AGM(Admin), State Bank Academy, Plot No-77, Sec-18, Gurgaon-122015** submit his claims to the conciliating authority namely the **Deputy General Manager( R&A), State Bank Academy, Plot No-77, Sec-18, Gurgaon-122015** for conciliation along with all details and copies of correspondence exchanged between him and the AGM (Admin).
- iii) In case, amicable settlement could not be reached even after adopting aforesaid procedures then the matter shall be referred to the sole arbitrator, who shall be appointed by the parties by mutual consent. The cost of arbitration shall be borne by the parties jointly and the seat of arbitration shall be Gurgaon. The same arbitration shall be governed by the provisions of Arbitration & Conciliation Act, 1996.

## 28. CONDITIONAL TENDER OR INCOMPLETE TENDER SHALL BE SUMMARILY REJECTED.

Date:

Signature of Contractor  
& Seal

## **ANNEXURE - II**

### **SAFETY CODE:**

**The Safety Code has to be observed by the Contractor as under:-**

1. These shall be maintained in a readily accessible place - first aid appliances including adequate supply of sterilizers, dressings and cotton wool.
2. The injured person shall be taken to a public hospital without loss of time in case where the injury necessitates hospitalization.
3. Suitable and strong scaffold should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30cms (clear) and the distance between two adjacent rungs shall not be more than 30 cms. When a ladder is used, an extra helper shall be engaged for holding the ladder.
5. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fences or railing minimum height of which shall be one meter.
6. No floor, roof or other parts of the structure shall be loaded with rubbish or materials as to render it unsafe.
7. Suitable facemasks should be supplied for use by the workers, when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
8. Ropes used in hoisting or lowering material or as a means of suspension should be of durable quality adequate enough and free from defects.
9. The contractor will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.
10. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
11. First Aid Box should be kept at site with all requisite materials.
12. No one should be allowed to inspect / work at a height without Safety Belt.
13. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Helper shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
14. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

15. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
16. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.
17. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder upto and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.
18. Adequate precautions shall be taken to prevent danger from electrical equipments. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.
19. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

Before any demolition work is commenced and also during the process of the work :-

1. All roads and open areas adjacent to the Work Site shall either be closed or suitably protected;
2. No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
3. All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
4. All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
5. Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
6. Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
7. Those engaged in welding works shall be provided with Welder's protective eye-shields.



8. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
9. When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions:-

1. These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.
2. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
3. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.
4. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
5. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
6. Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.
7. When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
8. All scaffolds, ladders and other safety devices, mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

Signature with seal and date of the Tenderer

**ANNEXURE-III**

**New Equipment : Make Voltas**

S.No	Equipment details	Description	No. of Units
1	CS-CT150TR (cooling tower)	Cooling tower	3
2	CS-PMP100TR15 Hp (Pump)	Pump	4
3	CS-AHU10000FMBD (AHU)	AHU	5
4	ACEGWFCR1802MKP2	Chiller	1

**Old Equipment Make : Voltas**

S.No	Equipment details	Description	No. of Units
1	CS-WCFX12D2B1C	Chiller	2
2	CS-AHU10000FMBD	AHU	12
3	CS-AHU6000FMBD	AHU	4
4	CS-PMP100TR7.5	Pump	5
5	CS-PMP100TR20	Pump	2
6	CS-FCU1.5TR	FCU	1
7	Hot water Generator	Boiler	2

**ANNEXURE-IV:**

**SAMPLE AGREEMENT WITH CONTRACTORS ARTICLES OF AGREEMENT**

This agreement made the .....day of ..... between AGM/ DGM ,State Bank of India, -----(hereinafter called the Bank or SBI) which expression shall include the successors and assigns) of the one part and M/s. .... company / partnership for registered under the Indian Companies Act/ Partnership Act having its registered office..... (hereinafter called 'the Contractors' which expression shall include the present directors / partners and also the directors / partners from time to time as also their respective heirs, legal representatives, administrators and assigns) of the other part. WHEREAS the employer is desirous of execution of \_\_\_\_\_(Name of work)\_\_\_\_\_ and has caused drawings and specifications describing the works to be done prepared by Project Architect/SBIs M/s \_\_\_\_\_ having their offices at \_\_\_\_\_ (hereinafter called "the Architect/SBI") AND WHEREAS THE SAID Drawings numbered as mentioned in the tender documents hereinafter mentioned and to be issued from time to time, the specifications and the Schedule of items and quantities have been signed by or on behalf of the parties hereto. AND whereas the contractors have agreed to execute upon and subject to the condition set forth herein and Schedule of items and quantities, General & special Conditions of Contract, specification etc. contained in the tendered documents including all correspondences exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as "the said conditions"). The works shown upon the said drawing and /or described in the said specification and included in the schedule of Items and Quantities at the respective rates therein set forth amounting to the sum of Rs\_\_\_\_\_ (Rupees \_\_\_\_\_ in words\_\_\_\_\_) as there in arrived at or such other sum as shall become payable there under (hereinafter referred to as " the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract amount to be paid at the times and the manner set forth in the said Conditions, the Contractors shall upon and subject to the said conditions execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of items and quantities.
2. The employer shall pay the Contractors the amount or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The term "the Architect/SBI" in the said condition shall mean the said "M/s \_\_\_\_\_" or in the event of their ceasing to be the Architect/SBI for the purpose of this contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer provided always that no person or persons subsequently appointed to be Architect/SBI under this contract shall be entitled to disregard or over rule any previous decisions or approval or direction given or expressed in writing by the Architect/SBI for the time being.
4. 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.

5. The plans, agreement and documents mentioned herein shall form the basis of this contract.

6. This contract is neither a fixed Lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire project on item rate basis to be paid for according to actual measured quantities at the rates contained in the schedule of quantities and rates or as provided in the said conditions.

7. The Bank / Employer reserves to itself the rights of altering the specifications and nature of work by adding to or omitting any item of work or having portions of the same carried out without prejudice to the contract.

8. Time shall be considered as the essence of this contract and the contractor here by agrees to commence the work soon after the site is handed over to him or from the ----- day after date of issue of formal work order as provided for in the said conditions of contractor whichever is later and to complete the entire work within \_\_\_\_ (period of contract) months subject never the less to the provisions for extension of time.

9. All payments by the Employer under this contract will be made only at \_\_\_\_\_.

10. Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulations laid down in the tender.

11. That all the parts of this contract have been read by the contractor and fully understood by the contractor. They further agree to complete the said work to fullest satisfaction of Architect/SBI / Employer.

12. IN WITNESS WHEREOF the Employer and the contractors have set their respective hands to these presents through their duly authorized official and the said two duplicates hereof to be executed on its behalf of the day and year first herein above written.

Signed on behalf of the Signed-on behalf of the

STATE BANK OF INDIA

CONTRACTORS

1. Signature :
2. Name :
3. Address :

1. Signature :
2. Name :
3. Address :

In the presence of :

In the presence of :

1. Signature :
2. Name :

1. Signature :
2. Name :

3. Address :

3. Address

