



SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.

(A Wholly Owned Subsidiary of SBI)

HEAD OFFICE

Ground Floor, Raheja Chamber, Free press Journal Marg, Nariman Point, Mumbai 400 021

Part – I

(Technical Bid)

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR 13 nos VOLTAS MAKE PACKAGE/DUCTABLE AIR CONDITIONERS AT STATE BANK INDIA GITC CBD BELAPUR AT NAVI MUMBAI AND REPLACEMENT OF CONDENSOR COILS OF 11 NOS AC UNITS.

THROUGH E-TENDER

Tender no.: GIT201908051

Note: Dealers Empanelled with SBIIMS and AC /AC Manufacturers located at Mumbai, Navi Mumbai and Thane need only apply. Contractor should possess valid digital signature for this e-tender.

TENDER SUBMITTED BY:

NAME : _____
ADDRESS with e Mail : _____

GSTIN NO : _____
DATE : _____

SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.
Circle Office, 1st Floor, 'C' wing State Bank Global IT Center,
Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614.
Telephone:- 022 27537416



NOTICE INVITING TENDERS

SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS), SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD. Circle Office, 1st Floor, 'C' wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614 on behalf of State Bank of India Invites E- Tenders for COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR 13 nos VOLTAS MAKE PACKAGE/DUCTABLE AIR CONDITIONERS AT STATE BANK INDIA GITC CBD BELAPUR AT NAVI MUMBAI AND REPLACEMENT OF CONDENSOR COILS OF 11 NOS AC UNITS.

1.	Name of Work	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR 13 nos VOLTAS MAKE PACKAGE/DUCTABLE AIR CONDITIONERS AT STATE BANK INDIA GITC CBD BELAPUR AT NAVI MUMBAI AND REPLACEMENT OF CONDENSOR COILS OF 11 NOS AC UNITS. List of Machines with location, type and tonnage is given in Annexure D.
2.	Date and Time for downloading tender documents.	Tender document is available for download from 03 rd Aug 2019 to 19 th Aug 2019 at Bank's website https://bank.sbi under "procurement News" section.
3.	Cost of Tender Documents	Rs. 1000 /- (Rupees One Thousand Only) (Non-Refundable). This Non-Refundable amount to be paid only through SB Collect Payment Portal available in SBI's online Banking site i.e. https://www.onlinesbi.com After successful payment, submit a print of the receipt carrying a Reference no. along with the tender application. For further details, refer annexure-A enclosed. Tender no.: GIT201908050
4.	Earnest Money Deposit (EMD)	Rs. 8,000/- (Rupees Eight Thousand Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised/Scheduled Bank Drawn in favour of " SBI Infra Management Solutions Pvt. Ltd. " Payable at Mumbai , which is to be submitted along with the Technical Bid in a separate envelope super scribing "EMD" EMD shall be converted into Retention Money for successful Contractor, whose tender is accepted.
5	Initial Security Deposit (ISD)	2% of awarded value of work including EMD
6.	Retention Money	5 % (Including EMD+ISD)



7.	Last date, time and Mode of submission of Technical Bid document along with Authorization Letter, Tender fees and EMD.	<p>The signed and stamped copy of Technical bid along with following documents in sealed envelope should reach to us on or before 19th Aug 2019, 1500 hrs</p> <p>1) Signed and stamped copies of complete Tender document. 2) EMD 3) Online Tender Fees receipt.</p>
		4) Authorization letter mentioning the name of the representative having Digital Certificate Signature (DSC) valid for 3 months for participation in e-tender.
8	Address at which the Technical bid are to be submitted	<p>The sealed envelope comprising all documents as stated above in Sr. No. 7 to be submitted to the following address and it should reach us on or before 19th Aug 2019 03:00 PM</p> <p>Vice President & Circle Head, SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS), SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD. Circle Office, 1st Floor, 'C' wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614</p> <p><u>Tenders received without any one or more document mentioned above shall be rejected and such bidders shall not have allowed to participate in online bidding note.</u></p>
9	Last date, time and Mode of submission of Price Bid (Part-2) (For Pre-qualified Bidders only)	<p>Upto 3:00 PM on 23rd Aug 2019, Online submission</p> <p>Website Details: https://etender.sbi</p> <p>The Price Bid to be submitted online through E-tendering Process. The bidder (Vendor/Authorized Dealer) should have valid digital signature for this e-tender.</p> <p><u>E-Tender Agency:</u></p> <p>M/s. E Procurement Technologies Ltd, Ahmedabad, Mr. Samjad Khan Phone: +91-79-68136868/6805/6857 Email: samjad@auctiontiger.net</p>
10	Date, Time and Place of opening of Online Price Bid. (For Pre-qualified Bidders only)	<p>a) Price Bid through Online E-tendering Process: at our Office: At 3:30 PM on 23rd Aug 2019.</p> <p>SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS), SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD. Circle Office, 1st Floor, 'C' wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614</p>



11.	Completion period	AMC period One Year
12.	Validity for Offer	3 (Three) Months from The Date of Opening of Price-Bid
13.	Commencement of Work	7 th Day from the date of receiving of Work Order
14.	Defects Liability Period	12 Months (Twelve months)
15.	Payments terms	No advance payment shall be made. (Payment as per tender conditions)
16.	Period of Honouring Payment Certificate	15 Days from the date of receipt of bill.
17.	Insurance	As per Insurance clause of the Tender Document.
18.	Working Schedule for Commercial Buildings	In Co-ordination with all the other agencies without disturbing the functioning of the Bank.
19.	Liquidated Damages for Delay	Penalty clause as per the tender.
20.	Contact Person, Phone No and Mail Id for any clarifications	Contact Flt Lt Suresh 022-27537416. headgitc.sbiims@sbi.co.in

- 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.
- The bidder, who is the authorized representative and participating on behalf of company/ Dealer/vendor, should have a valid digital signature certificate (DSC) for this e-tender. The validity of the DSC should be at least 3 months.
- The signed copies of technical Bid documents, tender fees, authorization Letter, Technical Specification sheet and EMD should be submitted in sealed envelope, failing which tender summarily rejected.
- The price bid (Part-2) to be submitted only online.
- Payments towards the above work shall be made by SBI.
- SBIIMS reserves the right to increase or decrease the quantum of services, manpower to be provided and also reserves the right to reject, cancel or revise or accept any or all the tenders or part of tenders without giving any reasons thereto.



- SBIIMS reserves its rights to accept/reject any/all tender without assigning any reasons whatsoever and to increase or decrease the quantities of any item and contractor has to execute the same at the rate quoted and no correspondence shall be entertained in this regard.
- Conditional tenders are liable for rejection.

(Managing Director & CEO)

SBIIMS, MUMBAI

SAMPLE BUISNESS RULE DOCUMENT

BUISNESS RULE DOCUMENT OF ONLINE E-TENDERING FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR 13 nos VOLTAS MAKE PACKAGE/DUCTABLE AIR CONDITIONERS AT STATE BANK INDIA GITC CBD BELAPUR AT NAVI MUMBAI AND REPLACEMENT OF CONDENSOR COILS OF 11 NOS AC UNITS.

Business rules for E-tendering:

Against this Enquiry for the subject item/system with detailed scope of work as per our specification, SBIIMS ON BEHALF OF SBI may resort to "E-TENDERING" i.e. ON LINE on INTERNET.

1. All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.
2. For the proposed e-tendering, **Empanelled Air-conditioning Brands of SBIIMS located at Mumbai, Navi Mumbai and Thane need only apply.**
3. SBIIMS will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
- 4.
5. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
6. Vendors have to send the mail the compliance form in the prescribed format (provided by service provider) before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
7. E-tendering will be conducted on schedule date & time.
8. At the end of E-tendering, the lowest bidder value will be known on the network.
9. **The lowest bidder has to send through email the duly signed filled-in prescribed format as provided on case-to-case basis to SBIIMS. through service provider within 24 hours of E-tendering/E-Reverse Auction without fail.**
10. In case SBIIMS decides not to go for E-tendering/E-Reverse Auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBIIMS shall be opened as per SBIIMS standard practice.
11. **The E-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of E-tendering:



SBIIMS shall finalize the Tender through e-tendering. SBIIMS has made arrangement with M/s. E-Procurement Technologies Ltd who shall be SBIIMS's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid:-

1. Computerized E-tendering shall be conducted by SBIIMS through M/s E-Procurement Technologies Ltd
2. M/s E-Procurement Technologies Ltd shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E tendering. You are required to give your compliance on it.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. BID PRICE: The Bidder has to quote the rate online in the SBIIMS specified format only.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. If no bid is received within the specified date & time, SBIIMS, at its discretion, may decide to / scrap the e-tendering process / proceed with conventional mode of tendering.
7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s E-Procurement Technologies Ltd . The Bidders are requested to change the Password after the receipt of initial Password from M/s. Antares Systems Limited All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
8. 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 as per scope of work mentioned in the tender and at the quoted bid price. In case either backs out from their quote or failed to execute the work within the specified or leave the job incomplete, SBIIMS/SBI shall be free to take action against the bidder as deemed fit including forfeiting their EMD/ISD/ASD and to de-panel such contractor from the panel of SBIIMS.
9. At the end of the E-tendering, the decision of SBIIMS regarding award of Contract shall be final and binding to all the Bidders.
10. SBIIMS shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
11. SBIIMS M/s E-Procurement Technologies Ltd shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.



12. Other terms and conditions shall be as per techno-commercial offers and other correspondences till date.

13. Bidders are required to submit their acceptance to the terms & conditions / modality (Technical bid) given above before participating in the e-tendering.

14. E-TENDERING WINNER: At the end of the E-tendering then, SBIIMS will evaluate all the bids submitted and will decide upon the winner.

15. 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 to any other party.
- SBIIMS decision on award of Contract shall be final and binding on all the Bidders.
- SBIIMS along with M/s E-Procurement Technologies Ltd can decide to extend, reschedule or cancel any E-tendering.
- M/s E-Procurement Technologies Ltd shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- M/s E-Procurement Technologies Ltd is not responsible for any damages, including damages that result from, but are not limited to negligence. M/s E-Procurement Technologies Ltd 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. N.B.
- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s E-Procurement Technologies Ltd



PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

To,

M/s. E Procurement Technologies Ltd,
Ahmedabad, Mr. Samjad Khan
Phone: +91-79-68136868/6805/6857
Email: samjad@auctiontiger.net

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR 13 nos VOLTAS MAKE PACKAGE/DUCTABLE AIR CONDITIONERS AT STATE BANK INDIA GITC CBD BELAPUR AT NAVI MUMBAI AND REPLACEMENT OF CONDENSOR COILS OF 11 NOS AC UNITS.

Dear Sir,

This has reference to the Terms & Conditions for the E-Reverse auction mentioned in the Tender document. This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the E-tendering and E-reverse auction as mentioned in RFP of SBIIMS as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering and E-reverse auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBIIMS and M/s E Procurement Technologies Ltd shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the E-tendering and E reverse auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E tendering and E-reverse auction event.
- 5) We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We also confirm that we will mail the price confirmation & break up of our quoted price within 24 hour of the completion of the e-tendering and the format as requested by SBIIMSPL / M/s E Procurement Technologies Ltd
- 7) We, hereby confirm that we will honour the Bids placed by us during the E-tendering and E-reverse auction process.

With regards,

Date:

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on -----

Contact Information:



M/s E Procurement Technologies Ltd.,	SBI Infra Management Solutions Pvt. Ltd.,
M/s. e-Procurement Technologies Ltd. (Auction Tiger), Ahmedabad, Mr. Samjad Khan Phone: +91-79-68136868/6805/6857 Email: samjad@auctiontiger.net	The MD & CEO, Head Office, SBI Infra Management Solutions Pvt. Ltd., Ground Floor, Raheja Chambers, Free Press Marg, Nariman Point, Mumbai- 400 021.
	Vice President SBI Infra Management Solutions Pvt. Ltd, GITC,CBD Belapur, Navi Mumbai 022 27537416 headgitc.sbiims@sbi.co.in

ARTICLES OF AGREEMENT

The agreement is to be done as per the latest guidelines of the bank. The draft agreement is given as under.

This AGREEMENT is made at on this day of between SBI, a body Corporate created under SBI Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021, represented by authorized officer of SBI. (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 Vendor") 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 Contractors under category for COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR 13 nos VOLTAS MAKE PACKAGE/DUCTABLE AIR CONDITIONERS AT STATE BANK INDIA GITC CBD BELAPUR AT NAVI MUMBAI AND REPLACEMENT OF CONDENSOR COILS OF 11 NOS AC UNITS

AND WHEREAS the Employer had called for tenders from empanelled vendors for the proposed work as indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Vendor and others submitted the tenders and the Employer has awarded the contract relating to proposed COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR 13 nos VOLTAS MAKE PACKAGE/DUCTABLE AIR CONDITIONERS AT STATE BANK INDIA GITC CBD BELAPUR AT NAVI MUMBAI AND REPLACEMENT OF CONDENSOR COILS OF 11 NOS AC UNITS as stated in the scope of work attached to the Tender Document to the Vendor.

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 Vendor.



NOW IT IS HEREBY AGREED AS FOLLOWS:

1. 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 Drawings and described in the said Specifications and the priced Schedule of Quantities.
2. The Employer shall pay to 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.
3. 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.
4. The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work as per enclosed schedule of Items and to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities or as provided in the said Conditions and approved by the SBIIMS.
6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to above Installation in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.
7. The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 7th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 8 weeks month subject to nevertheless the provisions for extension of time.
9. All payments by the Employer under this Contract will be made by State Bank of India.
10. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and only the Courts in Mumbai shall have jurisdiction to determine the same.
11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.



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.

SIGNATURE CLAUSE

SIGNED AND DELIVERED by the

_____ By the

(Employer)

hand of Shri _____

(Signature of Employer)

(Name and Designation)

In the presence of :

Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)

SIGNED AND DELIVERED by the

_____ by the

(Contractor)

(Signature of Contractors)

in the presence of :

Shri / Smt. _____

(Signature of Witness)

Address _____

ELIGIBILITY CRITERIA (Mandatory)

Eligibility Criteria for COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR 13 nos VOLTAS MAKE PACKAGE/DUCTABLE AIR CONDITIONERS AT STATE BANK INDIA GITC CBD BELAPUR AT NAVI MUMBAI AND REPLACEMENT OF CONDENSOR COILS OF 11 NOS AC UNITS

The vendors who are empaneled with SBIIMS and in the similar line of activities for past seven years in the field of providing CAMC of all types of air conditioners services in PSU, Banks, Insurance, financial institutions and reputed industries only need apply (tender to be submitted in cover system super-scribed as

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR 13 nos VOLTAS MAKE PACKAGE/DUCTABLE AIR CONDITIONERS AT STATE BANK INDIA GITC CBD BELAPUR AT NAVI MUMBAI AND REPLACEMENT OF CONDENSOR COILS OF 11 NOS AC UNITS



- Agency should have service sites in Mumbai/Navi Mumbai,Thane.
- Submit the copy of work order/ agreement and satisfactory service certificate from the Clients.
- Experience of having successfully completed/running similar works at Mumbai,Navi Mumbai,Thane districts only during last 7 years ending last day of months previous to the one in which applications(31.07.2019) are invited should be either of the following:-
 - Three similar completed/ running works tonnage refrigerant not less than the 58 TR each site
 - Or
 - Two similar completed/ running works tonnage refrigerant not less than the 72.5 TR each site
 - Or
 - One similar completed / running works tonnage refrigerant not less than the 116 TR

Definition of similar works: Applicants should have executed comprehensive annual maintenance works of PAC units in Govt Departments/ PSUs / Banks /Financial Institutions/ Reputed Corporate Offices / IT, Pharma & Chemical Industries etc which is acceptable to the SBIIMS.

Note: Bidders has to submit work order/ experience letter from the client and contact no & address of the client.

INSTRUCTIONS TO THE TENDERERS

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR 13 nos VOLTAS MAKE PACKAGE/DUCTABLE AIR CONDITIONERS AT STATE BANK INDIA GITC CBD BELAPUR AT NAVI MUMBAI AND REPLACEMENT OF CONDENSOR COILS OF 11 NOS AC UNITS

TERMS & CONDITIONS TO THE CAMC SERVICE PROVIDERS:

1. The comprehensive AMC charges per unit per year will be paid for four services in a year apart from any number of breakdown calls with a response period of 3 hours on receipt of complaint. The scope of work includes water wash for every quarter & filter cleaning as and when required.
2. If the technicians are not visiting the site on daily basis a penalty of ₹200.00 per day to be levied and same will be recovered/ adjusted in quarterly payment.
3. Failure to repair/service the equipment in question within 8 hours for minor & 3 days for major repairs without justifiable reason or to return the repaired machine within two days at the maximum may attract proportionate deduction. In case of any delay beyond 8 hours for minor & 3



days for major repair works, supplier has to arrange standby AC. If fails to arrange standby AC, penalty will be imposed @ 1% of the contract value per day of delay of the particular quarter.

4. If the work is found unsatisfactory or if the firm dishonors the contract, the job will be entrusted to any other firm /party at the risk/expense of the contractor.
5. The amount of CAMC will be paid on quarterly basis after successful completion the satisfactory service during the quarter of service.
6. The successful bidder has to rectify the faults due to rat bites free of cost.
7. Successful bidder has to handover all the ACs in good running condition before expiring of CAMC contract.
8. The successful bidder has to rectify the faulty condenser, or coil free of cost.
9. The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty, registration etc. of this agreement and/or any other documents/agreements, which are required to be executed.
10. All necessary tools like vacuum pump, drilling machines, pliers, pressure gauge and other essential tools for effective maintenance of the ACs equipment's shall be provided by the contractor
11. The contractor / firm shall be held responsible for any misdeeds / misbehavior of their employees within the premises.
12. Since the maintenance works are to be carried at all levels and height, technicians should wear necessary proactive/ safety gear such as life belts, helmet, gloves, shoes, etc.
13. The bidder should take third party insurance coverage and adequate insurance coverage to the workers for life and limb and the same should be submitted before entering into a agreement.
14. List of ACs together with their location, makes etc is furnished in Annexure 'D' .

Scope of Work

SBIIMS on behalf of State Bank India GITC Belapur proposes to enter into the Comprehensive Annual Maintenance Contract (CAMC) for all types & various makes of ACs (Split/ Cassette/ Inverter Split ACS). The Scope of work includes **Repairs / Replacement of Compressor, Repair/Replacement of Fan motors, Repair/ Replacement of Electrical parts, Repair/Replacement of condenser coil and Evaporator coil, Gas charging required during the service. All replaced parts make shall be of their respective brands.** All the complaints to be attended during the contract period round the clock.

1.The details of Air Conditioner Brands,Type, Capacity,Numbers and locations where the Air Conditioners under proposed CAMC are covered is given Annexure D

2. New air-conditioners installed and which are under warranty period presently will not come under the purview of Contract immediately on awarding of AMC. When the warranty period of these units expire during the period of AMC then, these units are to be maintained by the contractor till the



expiry period of AMC. Additional AMC charges will be paid on the pro-rata basis for the period for which these units are to be maintained at the same unit rate as applicable to similar item in the original AMC and on the same terms and conditions of the AMC.

3. If any additional number of air-conditioner is added during period of AMC in the offices covered in tender, after completing of warranty period of additionally installed air conditioners, the additionally installed air conditioners are to be maintained by the contractor till the expiry period of AMC of the Contractor according to the same terms and conditions of the contract.

4. If any units covered under these AMC are removed/dismantled/shifted from the location to another location the Contract proportionate amount as per the unit rate of the tender will be deducted from the AMC bills.

5. This comprehensive Contract includes replacement of faulty spares like compressor, Starting capacitors, Running capacitors, Relays, Thermostats, Fan capacitors, fan Motors, Selector Switches, Power Contractors, Control Contractors, External time Switch unites provided for specific time running of A/Cs, Stabilizers, Rewinding of Motors, Providing Ball Bearing of motors, Fan Blades, Electronic control circuit, Remote Control unit, etc at contractor cost including Gas charging and attending all complaints and breakdowns of all types of air conditioners. The complete list of Material to be replaced covered under this AMC is provided in scope of the work. However any parts which are not mentioned in the Tender schedule of this contract but required for the smooth and trouble free operation of the AC equipment's are also required to be rectified within the scope of this contract.

6. Only original spare parts/quality approved by the bank will be permitted to be used for the maintenance during the AMC period.

7. It is the responsibility of the Contractor to accurately specify the damaged spare parts and to rectification of the fault in AC under maintenance.

8. Periodical preventive servicing must be carried out once in three months for the air conditioners covered under AMC. During the quarterly servicing the contractor should water service the AC unit including water washing of filter drain tray and pipe cleaning, Evaporator brush cleaning oiling/greasing of all fans. Checking of current consumption, checking of output performance, testing of Gas pressure if necessary, water washing of condenser coil, etc

9. Complaints regarding the non-functioning of air conditioners are to be attended within 3 hours from the time of reporting the complaints in case of Minor technical problems same are to be rectified within 1 hour of diagnosing of complaints in case of major technical problems the same are to be rectified within 72 hours of reporting the complaints. The AMC contractor is entitled to take back the old faulty/damaged parts of the air conditioner, which are replaced by new parts.

10. Defective spare compressor/condensers are to be replaced with new compressors/condensers and repairing of the old compressor/is not permitted, whenever new compressor/condenser are used the contractor has to produced original invoice and warranty card of the new compressor/condensers at the discretion of the Bank. The compressor/condenser being replaced should match with the original star rating of the air-conditioner.



11. All the air-conditioner covered in the contract have to be maintained as per the standard of the original manufacturing company. The contractor has to repair/service/maintain the air conditioner under the AMC in as is where is conditioned when handed over to them under AMC. The bank has installed its own transformer for the site premises hence the power supply is stable and is well regulated. The bank will not admit any claim for the contractor that the fault/damage is caused due to quality of power supply and it will not absolve the responsibility of contractor in rectifying the fault.
12. It is the primary duty of the successful contractor to ensure that all air-conditioners under the contract are in working condition including those in unmanned area such as server room, UPS room, etc. Hence the contractor should monitor and inspect all air-conditioner in unmanned areas of office .
13. Technicians deputed should have competency certificate in air-conditioning issued by recognized Government agency and shall have a minimum 3 years' experience in the field of air-conditioning maintenance. Those who are not having company certificate should have minimum 5 years of continuous experience from reputed organization acceptable to the Bank. Necessary proof shall be submitted along with application of tender and whenever demanded by the Bank each technician should be in a position to independently attend and rectify all kind of servicing /breakdowns/faults in the air-conditioners. The technician have to attend periodical services and all breakdown complaints pertaining to the air-conditioners.
14. Contractor should deploy more technician in addition to the stationed technician in case of heavy workload or in case of urgency to complete the work promptly in time, The emergency breakdown calls must be attended within 3 hours from time of reporting.
15. Contractor should deploy additional technician to undertake Preventive Maintenance schedules of all the ACs in the various building.
16. The technician shall be paid minimum wages as per the Central Govt minimum wages prevailing at the time. ESIC, EPF, etc as applicable shall be paid to the technician and proof shall be submitted along with every month bill and as and when required by the Bank.
17. The technician shall wear uniform and Company identity card and shall be bound by the security/norms/instructions of the Bank from time to time.
19. Details of important programs/functions of the Bank such as Conference Review Meeting etc that may be held in the office will be informed to the technicians and they should assist the Bank in Maintaining smooth running of the air-conditioners on that day without failure even if they are held on Bank holidays. Non-attendance of the technicians on such a day will attract penalty at the discretion of the Bank.
20. The technician deployed under AMC are to be covered by insurance under Workman Compensation Policy through reputed insurance companies during the AMC period. Copies of the insurance policies are to be submitted to the Bank along with first quarter bill.
21. At least one set of tools and tackles necessary for carrying out repair and maintenance work of air-conditioners AMC are to be maintained at the Electrical Maintenance Room, the tools and tackles must be good working conditioned and maintained properly. Sufficient quantity of gas, pressure gauges, flare torches etc shall be provided.



22. Whenever technician is attending to repairs and services the information and location where repairs and services of air-conditioners is being carried out must be recorded in the Movement Register exiting in Electrical Maintenance room along with time at which they have left. On returning back the same to be recorded.

23. Following register are to be maintained by technicians at the site without fail

- I. Service/Breakdown Register: The air-conditioner service/maintained/repared has to be recorded in register and endorsement from end user Department has to be obtained in register. Also further service reports are to be made after carrying out periodical servicing and endorsement (Sign and Seal) to be obtained from End User Department.
- II. Complaint Register: All complaints received with respect to air-conditioners under AMC are to be recorded with time and date of receipt, as and when complaints are received from end user department.

24. Spare Tool and Tackle Register: All the spares and tools and tackles ate to recorded in the register, Spares taken outside the premises also to be recorded with serial no of spares and in and out date and time.

25. Apart from regular letter communications, all the E-Mail communications from SBI Estate Department/SBIIMS are to be treated as formal communication for all practical purposes.

26. The mobile number of the technicians deployed at office must be registered with Estate Department and whenever the numbers are changed the same must be intimated to the dept. The numbers registered must be accessible round the clock.

27. Further mobile number, landline number and email id of the supervisor to whom the technicians are reporting and that of Top Management level is to be provided to Bank for Communication purpose.

28. All security and safety regulations and guidelines as per the applicable law are to be followed. All guidelines/directions of Banks security division must be followed.

LIST OF PARTS COVERED UNDER THIS CONTRACT

Sr No	Item
1	Compressors
2	Starting Capacitors



3	Running Capacitors
4	Relays,Thermostats
5	Fan Capacitors
6	Fan Motors
7	Selector Switches
8	Contactors (Power / Control)
9	Gas Charging
10	Stabilizers
11	Rewinding of Motors
12	Ball Bearings of Motors
13	Fan blades
14	Electronic control circuit
15	Remote Control Units
16	Micro Swing Motors
17	Built-In Timer Kit
18	Air Filters
19	External Electronic/ Analog time switches for running of A.C.
20	Outdoor unit mounting frames
21	Condenser Coil/copper tubes of indoor/outdoor units
22	Batteries in the Remote Control
23	Cabling from indoor to outdoor
24	Existing copper piping from indoor to outdoor

Note: The scope of the contract include replacement/repairs of any spares other than those indicated above for the smooth running of the AC equipment's. No extra cost will be paid.

1.1 Site and its location

The proposed work is to be carried out at CDC,SBI GITC CBD Belapur, Navi Mumbai.



2.0 Tender documents

2.1 The work has to be carried out strictly according to the conditions stipulated in the tender consisting of the following documents and the most workmen like manner.

Instructions to tenderers General conditions of Contract Special conditions of Contract Priced bid

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below;

a) Price Bid

b) Technical specifications

c) Special conditions of contract

d) General conditions of contract

e) Instructions to Tenderers

f) Scope of the work

2.3 Complete set of tender documents including relative drawings can be downloaded from the website www.sbi.co.in

2.4 The tender documents are not transferable.

3.0 Site Visit

All the bidders are advised to visit the site of work to understand the scope of work before quoting the rates.

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data that may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities' requirement, traffic regulations etc;

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 Earnest Money

4.1 The tenderers are requested to submit the Earnest Money of **Rs. 8,000/- (Rupees Eight Thousand Only) by means of Demand Draft / Pay Order** (Valid for a period of 180 Days from



the last date of submission of the tender) from any scheduled Nationalized Bank drawn **in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.**

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

4.3 No interest will be paid on the EMD.

4.4 EMD of unsuccessful tenderer will be refunded within 30 days of award of Contract.

4.5 EMD of successful tenderer will be retained as a part of security deposit.

5.0 **Initial/ Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of DD drawn in favour of SBIIMS Pvt. Ltd. within a period of 15 days of acceptance of tender.

6.0 **Security Deposit**

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of Initial Security Deposit (ISD) which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be @10% till Total Security Deposit (TSD) including ISD reaches to 5% of contract value. The 50% of the Total Security Deposit shall be paid to the contract on the basis of certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

6.2 **Additional Security Deposit**

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfilment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

6.3 No interest shall be paid to the amount retained by the Bank as Security Deposit.

7.0 **Signing of contract Documents**

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 the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.



8.0 Completion Period

One year.3 weeks in case of condenser repair.

9.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period of 90 days from the date of opening price bid. If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not acceptable to Bank without prejudice to any other right or remedy the Bank shall be at liberty forfeit the EMD.

10.0 Liquidated Damages

The liquidated damages shall be 0.50% per week subject to a maximum of 5% of contract value.

11.0 Rate and prices:

11.1 In case of item rate tender

11.1.1 The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the SBIIMS Pvt. Ltd.

11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

11.1.5 Each page shall be totalled and the grand total shall be given.

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies.

11.1.7 The SBIIMS Pvt. Ltd. reserve their rights to accept any tenders, either in whole or in part or may entrust the work in phases or may drop the part scope of work at any stage of the project within its sole discretion without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.



11.1.8 In case it is decided by the SBIIMS Pvt. Ltd. to drop one or more buildings from the scope of work at any stage of the project, the contractor shall not be entitled to raise any claim / compensation for such deleted scope of work. Also, the SBIIMS Pvt. Ltd. may consider issuing work order for various buildings in phases but within a reasonable time interval and the contractor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.

GENERAL CONDITIONS OF THE CONTRACT

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 SBIIMS 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 SBIIMS and State Bank of India having its Head Office at Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai and at State Bank of India, Corporate Centre, State Bank Bhavan, Nariman Point, Mumbai, respectively.

‘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 SBIIMS to carry out the work. It shall also include their legal representative(s), successors or assigns.

‘Site’ means State Bank of India, Mumbai Tender for providing Manpower for Visitor Management Services, Couriers services and Fire Services for State Bank of India, Corporate Centre, State Bank Bhawan, Madame Cama Road, Mumbai—21., 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.

3.INSPECTION OF SITE:

The tenderers are advised to inspect the building and finishes (glass, aluminum 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:

- (i) The SBIIMS/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 tenderer is determined to be qualified to perform the contract satisfactorily.
- (ii) The SBIIMS/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 SBIIMS/SBI.
- (iii) The SBIIMS/SBI reserve their rights to split the scope of work to different agencies within its sole discretion.
- (iv) If the scope of work under this tender cover more than one sites / offices / complexes / colonies / Apartments having separate Price Bids, the SBIIMS/SBI may entrust the work to more than one bidder within its sole discretion and no claim compensation for the same shall be entertained.
- (v) The successful bidder(s) shall be bound to execute separate agreement for each site. Also, the SBIIMS/SBI reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the contractor shall have no right to make any representation for the same.

8. SIGNING OF CONTRACT DOCUMENTS

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishment of SBI within 15 days from the receipt of intimation of acceptance of the tender by the SBIIMS. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

9. 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.

10. 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.

11. EARNEST MONEY DEPOSIT (EMD)

The tenderer shall furnish EMD of Rs. 8,000/- (Rupees Eight 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.

12. 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;
- 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.
- f. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract

13. 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 SBIIMS. 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 SBIIMS.

14. The contractor's authorized representative shall be in attendance in the 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.

15. 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 / SBIIMS and the contractor each day on completion of work.

16. Without prejudice to any rights or remedies under this agreement if the contractor dies, the SBIIMS 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.

17. INSURANCE OF WORKS:

- Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank/SBIIMS), 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 5 employee/worker/persons should be covered under the insurance at a time for insured sum of 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 SBIIMS. Nothing extra shall be payable on this account.

18. 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 SBIIMS 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.

19. 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, SBIIMS 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.

20. CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

- Schedule of major equipment 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.
- The contractor should ensure that the equipment provided on site are functioning at all times.

21. WAGES TO BE PAID:

The Bank will pay the Contractor the said contract amount, (hereinafter referred to 'the Contract Sum') or such other sum as shall become payable hereunder at the times and in the Price Bid and the said conditions.



The payment will be made as per actual manpower deployed for the Housekeeping works and on satisfactory completion of the work and on submission of the bill.

All payments by the Bank under this contract will be made only at Mumbai in Indian Rupees and shall be within 2 to 3 weeks from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.

All taxes prevailing during the currency of contract shall be payable by the Facility Management (FM) Service Contractor within the accepted tender amount only and the Bank will not entertain any claim whatsoever in this respect except GST.

That the terms of this contract have been read by the FM Service Contractor and fully understood by him/ them. The FM Service Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank.

The rate quoted shall be inclusive of bonus, house rent allowance, Employees provident fund, overtime, conveyance, food expenses etc. and the Employer shall not be responsible for any payment towards the above components.

The following components should necessarily be present in the pay structure applicable to the house keeping staff and the break-up of same should be submitted by the Contractor in their price bid:

- Basic Pay
- D.A.
- EPF
- ESIC
- Bonus
- Any other statutory compliances in details

Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of staff viz. Facility manager, Manager, Supervisors, attendants (both male and female). The contractor may like to add any other component as they may desire to the above list to have better staff.

The contractor shall compulsorily submit the detailed pay structures he proposes to give to each of his category (along with components as instructed above and also adding any other component he desires to give over and above, to any or all of the categories along with the price bid. The tenders quoted without complying payment of Minimum wages along with EPF/ESI/DA, etc. shall be summarily rejected/disqualified.

23. UNIFORM:

The contractor shall provide New 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.



24. 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 monthly bills in respect of the captioned Contract shall be paid by the State Bank of India on the recommendations of SBIIMS 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/SBIIMS representative, as the principal Employer, every month.

25. 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 SBIIMS 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 other works.

26. 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/SBIIMS, the extra cost involved on this account.

27. WORK ON SUNDAY AND HOLIDAYS:

The contractor has to arrange for engaging his workers on Sunday and holidays as required by the employer. No Extra payment on this account will be made by the Employer.

28. 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.

29. 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.

30. OTHER COMPLIANCES:

The Contractor should ensure compliance of the following for smooth execution of work:

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

31. 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, including without limitation, the following:

- 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 bye 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 / SBIIMS 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 / SBIIMS 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.

32. CONTRACT PERIOD:

- The work shall be awarded for an ***initial period of one year*** from the date of 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 / SBIIMS, 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, by issuing one month's notice in writing to winding up.

33. 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.

34. 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.

35. RECORDS OF DAILY OPERATION:

The Contractor shall maintain and provide comprehensive logbook, details of daily record of activity carried out in all units of the buildings.

36. 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 SBIIMS shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

37 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 monthly 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.

38. FORCE MAJEURE:

"Force Majeure" shall mean any event beyond the control of SBIIMS/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.



39. ACCIDENTS:

The contractor shall immediately on occurrence of any accident during carrying out the work report such accident to the Employer. The contractor shall also report such accident immediately to the concerned authorities whenever such report is required to be lodged by law and take appropriate actions thereof.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized State Bank of India/SBIIMS officials immediately after such occurrence, but in any case, not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the SBIIMS/State Bank of India. In addition, the contractor to the authorized SBIIMS/State Bank of India, official shall also submit periodic reports on safety from time to time as prescribed.

40. 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 SBIIMS at the intervals specified by SBIIMS, 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 SBIIMS 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 mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the contractor.

41. TERMINATION:

- (a) SBIIMS 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 SBIIMS/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 de-paneling the contractor or debarring them in future tendering process.

42. 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 SBIIMS/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 SBIIMS shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the SBIIMS's decision in this respect.

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of SBIIMS 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 SBIIMS 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 SBIIMS 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/SBIIMS.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and SBIIMS/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 SBIIMS/SBI instructions shall be borne by the contractor.

43. INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per Appendix-6 before starting the work, indemnifying the SBIIMS 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, SBIIMS shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBIIMS 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/SBIIMS 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/SBIIMS official, the SBIIMS 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.

44. SETTLEMENT OF DISPUTES AND ARBITRATION:

- **Resolution of dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- **Arbitration:** Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in Mumbai and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.
- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.
- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **State Bank of India, Mumbai** or any person for anything that is done in good faith or intended to be done in pursuance of tender.

45. 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.

46. 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 mobilize 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 utilization 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.

47. 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 SBIIMS/SBI and can also claim the same in the invoice.

48. INSOLVENCY:

The competent authority of the Office of the SBIIMS, 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 convenience 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 SBIIMS/SBI and provided also that the contractor shall be liable to pay the SBIIMS/SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

49.CONFIDENTIALITY:

- 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.
- Any effort by the tenderer to influence the SBIIMS/SBI in the SBIIMS/SBI's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

50.CORRUPT OR FRAUDULENT PRACTICES:

- The SBIIMS/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 SBIIMS/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 SBIIMS/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 SBIIMS/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 SBIIMS/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 SBIIMS/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.

51. PENALTIES / LIQUIDATED DAMAGES:

- 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 SBIIMS/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 SBIIMS/SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- 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.1000/- per absentee per day* shall be deducted from the bill(s).
- 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 SBIIMS/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 SBIIMS/SBI.
- An amount of Rs.2500/- will be levied as liquidated damages per day per floor for any building from the Contractor whenever and wherever if found that the work is not up to the mark. If the Contractor fails to perform as per the satisfaction of the SBIIMS/ SBI within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by SBIIMS will be invoked.
- Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the SBIIMS, the Contractor shall be penalized up to 5% of the monthly Bill amount which will deducted from any bills/dues of Contractor.

52. PRICE VARIATION CLAUSE:



Price variation for Labour component: Please note that all 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/SBIIMS 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/SBIIMS and the contractor shall have no right to claim for the same.

53. VALIDITY OF CONTRACT:

The contract, if awarded shall be valid 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 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 SBIIMS 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-paneling your firm etc. solely at the discretion of the SBIIMS/SBI.

54. 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.

55. SEXUAL HARASSMENT:

The Contractor shall be solely responsible for full compliance with the provision of the “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”

- i. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBI).
- iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee, if sexual harassment/violence by the employee of the contractor is proved.
- iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

56. NON-DISCLOSURE:



The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging 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 State Bank of India (SBI). The Contractor shall take all appropriate actions with respect to its 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.

57.0 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 authorized person of SBI/SBIIMS 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 respective Circle/Vice President, SBIIMS , of respective Circle Office, 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 Vendor shall not be entitled to raise any claim nor shall the SBI/SBIIMS 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 V.P of respective Circle, SBIIMS, of respective Circle Office, in the manner and within the time as aforesaid. The Vendor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the respective Circle/Vice President, SBIIMS, of respective Circle Office, in writing in the manner and within the time aforesaid.
- ii) The Circle/Vice President, SBIIMS, of respective Circle Office, 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 Circle/Vice President, SBIIMS of respective Circle Office, submit his claims to the conciliating authority namely the Circle Development Officer of respective Circle /C.O.O. SBIIMS, Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai. for conciliation along with all details and copies of correspondence exchanged between him and the SBIIMS.



iii) If the conciliation proceedings are terminated without settlement of the disputes, the Contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/M.D. & C.E.O. of the SBIIMS 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 SBI/SBIIMS shall be referred for adjudication through arbitration to the Sole Arbitrator appointed by the Chief General Manager/ M.D. & C.E.O. and who will be an officer not less than the rank of Deputy General Manager of SBI/SBIIMS. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager /M.D. & C.E.O. of the SBIIMS 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/M.D. & C.E.O. of the SBIIMS 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 re-enactment thereof and the rules made there under.

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 Cost of the reference and of the award 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

58.0 Maintenance of Registers

The contractor shall maintain the following registers as per the enclosed format at site of work and should produce the same for inspection of SBIIMS./ SBI/Architect/Consultant whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Government from time to time.

SPECIAL CONDITION OF CONTRACT

The required shutdown for executing the above works shall be obtained from the CDC in charge and all precautionary measures have to be taken to avoid shutdowns and mishaps as the panels are very critical and live. Further in view of the criticality of the CDC power, shutdown may be given only in the nights and holidays and the contractor shall plan and mobilize the men and material accordingly for smooth execution of the work in coordination with the other agencies.



LETTER OF DECLARATION

To,

The MD & CEO,
Head Office,
SBI Infra Management Solutions Pvt. Ltd.,
Ground Floor, Raheja Chambers,
Free Press Marg, Nariman Point,
Mumbai- 400 21.

Dear Sir,

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR 13 nos VOLTAS MAKE PACKAGE/DUCTABLE AIR CONDITIONERS AT STATE BANK INDIA GITC CBD BELAPUR AT NAVI MUMBAI AND REPLACEMENT OF CONDENSOR COILS OF 11 NOS AC UNITS.

Having examined the terms & conditions, drawings, specifications, design relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the quotation, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum on the item rate basis mentioned in the attached schedule and in accordance in all respect with the specifications, design, drawings and instructions 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	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR 13 nos VOLTAS MAKE PACKAGE/DUCTABLE AIR CONDITIONERS AT STATE BANK INDIA GITC CBD BELAPUR AT NAVI MUMBAI AND REPLACEMENT OF CONDENSOR COILS OF 11 NOS AC UNITS
(b)	Earnest Money	Rs. 1,000/- (Ten Thousand only) by means of Demand Draft / Pay Order from any scheduled Nationalized Bank drawn in favour of "SBI Infra Management Solutions Pvt. Ltd." and payable in "Mumbai".
(c)	Time allowed for completion of work from the date of issue of work order.	As per NIT from the date of commencement as per tender.



Should this tender be accepted, I/we hereby agree to abide by and fulfill 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 SBIIM, the amount mentioned in the said conditions.

I/we have deposited Demand Draft / Banker's Cheque / FDR for a sum of **Rs. 8,000/- (Rupees Eight Thousand Only)** as Earnest money deposit with the 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 SBIIMS may consider accepting our tender in part or whole or may entrust the work of various buildings proposed (i.e. Institute Building, Staff Qtrs. And Director's Bungalow) in phases. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the building / buildings from 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 in phases on our approved rates and within the stipulated time limit without any extra claim for price escalation

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

Yours faithfully,

Signature of contractor

With Seal

ANNEXURE "A"

**PRE-QUALIFICATION OF AGENCIES FOR COMPREHENSIVE ANNUAL
MAINTENANCE CONTRACT (CAMC) FOR ALL TYPES & VARIOUS MAKES OF AIR CONDITIONERS**

SL NO	NAME & ADDRESS OF THE AGENCY WITH PHONE, FAX , EMAIL	EMD & Tender Cost	Service Center at Mumbai, Navi Mumbai	Capacity of the works(enclose work orders & completion certificates) in tonnage Refrigeration	Client Name & address	Name of the work	Remarks



We request you to fill the your details as per example

1	M/s adc xx limited, Plot NO: xx, Road No:12, Navi Mumbai Contact No: Email : GST No: PAN No:	Rs.5000/,DD No:950xx 6,18.xx.18, xx Bank Rs.500/,DD NO:xx57, xx.06.18, xx Bank	Yes , Address	613 tons		Name of the work: P O No: P O date: Completion date:	
2							
3							
4							
5							

Note: 1) Enclose the work orders & completion certificates, works related to split/ cassette ACs. Do not enclose the work orders/ purchase orders less than 245 TR.

2) All required documents shall be submitted along with tender. In case of any documents missing, further correspondence will not be entertained.

3) Do not write the statement like attached/ enclosed in the above tabular form.

ANNEXURE "B"

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR ALL TYPES & VARIOUS MAKES OF ACs AT STATE BANK OF INDIA GITC CBD BELAPUR.

NAME AND VALUE OF MAJOR WORKS COMPLETED DURING THE LAST 7 YEARS

Sl. No.	Name of Work/project with address	Name & full postal address of the owner.Specify whether Govt. Under taking along with name, address and contact Nos. of -2- persons (Executive Engineers or top officials	Contract in tonnage(copy o f work order & completion certificate from project in-charge)	Stipulated time of contract (months) Enclose clients certificate for satisfactory completion	If the work is left incomplete or terminated (furnish reasons)	Remarks
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	of the organization).		From	To		

Notes:

1. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure /Attached Documents".
2. Date shall be reckoned as on 31.07.2019
3. For certificates, the issuing authority shall not be less than an Executive Engineer or equivalent in charge of the relevant work /project.

Furnish the names of three responsible clients/persons to whom the major works carried out by the applicant with address and telephone number who will be a position to certify about the quality as well as past performance of your organization.

NAME OF THE OFFICIAL	ORGANIZATION & ADDRESS	CONTACT NUMBERS

ANNEXURE "C"



COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR ACs.

NAME & VALUE OF OTHER WORKS ON HAND

Sl no	Name of work/ project with address	Name & full postal address of the owner. Specify whether Govt. under taking along with name, address and contact Nos. of -2- persons(Engineers or top officials of the organization)	Contract tonnage(copyof work order & completion certificate from project in-charge	Stipulated time of contract (months) Enclose clients certificate for satisfactory completion	Present status of the project	Any other relevant information

Notes:

1. Information has to be filled up specifically in this format. Please do not write remark “As indicated in Brochure /enclosed documents”.

Date: _____ Signature of the Applicant
 Place: _____ (with seal)
 Place: _____

Annexure-D

LIST OF AIR CONDITIONERS AT GITC (AS SUBMITTED BY SBI)

- 1) Ground Floor Lift Lobby:- (5.5 Tons) :-2 nos
- 2) First Floor C wing:- (10 tr) 2 nos (15 tr) 2 nos
- 3) First Floor D wing:- (10 tr) 1 nos (15 tr) 1 nos
- 4) Second Floor C wing:- (11 tr) 2 nos (16 tr) 2 nos
- 5) Second Floor D wing:- (5.5 tr) 1 no



PRICE BID (TO BE FILLED UP ONLINE ONLY.)

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR ALL TYPES & VARIOUS MAKES OF ACs AT SBI GITC BELAPUR

Sr No	Description of Work	Unit	Qty	Rate	Amount	Total (Rs)
1	AMC OF 13 NOS AC'S AT CDC, CBD BELAPUR					
	AMC for 1Yr for various package/ductable type of AC as given in Annexure	Tons	145.5			
				TOTAL OF (1)		Charges Per Yr
2	SUPPLY OF CONDENSER COILS AND DRIER					
a	SUPPLY OF CONDENSER COILS 5.5 tr capacity(R 22)	NOS	8			
b	SUPPLY OF CONDENSER COILS 7.5 tr capacity(R 22)	NOS	3			
				TOTAL OF (2)		
3	INSTALLATION ITEMS LABOUR ITEMS					
a	Pump down and	Nos	11			



	storage of Refrigerant , disconnection, removing from condensing units and handing over of items copper pipes etc					
b	Disconnection and shifting of old condensers and fixing of new units	Nos	11			
c	Topping up Gas R22	Kg	100			
d	Vacuuming , Pressure testing and Commissioning of AC units	Nos	11			
4	Cooling Assessment Audit	No	1			
5	Total Cost (1)+(2)+(3)+(4)	Rs /- (Rupees.....)				

Note:



The rate quoted will be inclusive of all cost towards labour, transportation, levies, all other duties exclusive of GST.

GST will be paid extra as applicable

Important notes before quoting the rates;

1. All the bidders are advised to visit the site of work to understand the scope of work before quoting the rates.
2. The tenderer whose tender is accepted is bound to execute a formal agreement with the Bank in accordance with the draft agreement which will include the notice inviting tender, conditions, other papers therein.
3. Bank will not take any responsibility to provide any material including water / electricity. However, contractor may use the available water / power supply without causing any inconvenience to the Bank functioning.

Date: (Signature of the Contractor)

CHECK LIST FOR BIDDERS.

- 1) Cost of tender and EMD to be paid.
- 2) Pre-qualification Documents (Work completion certificates and corresponding work order) as per Annexure A
- 3) List of major works as per Annexure B
- 4) List of ongoing works as per Annexure C
- 5) Valid digital signature
- 6) Valid documents as proof of Incorporation / Dealership/Empanelment etc