

NIT NO:LUC202006030

DATE:20.06.2020



**SBI INFRA MANAGEMENT SOLUTIONS PVT LTD
(WHOLLY OWNED SUBSIDIARY OF SBI)**

**INVITES TENDERS ON BEHALF OF STATE BANK OF INDIA,
REGIONAL BUSINESS OFFICE VARANASI.**

**TECHNICAL BID OFFLINE AND ONLINE PRICE BID THROUGH E-TENDERING
PROCESS.**

**FROM THE COMPANIES LIKE DAIKIN/ CARRIER/BLUE
STAR/VOLTAS/HITACHI/MITSUBISHI AND/OR THEIR AUTHORISED DEALERS**

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF AIR
CONDITIONERS**

**INSTALLED AT DIFFERENT BRANCHES AND ATMs UNDER THE CONTROL OF
RBO VARANASI(U.P.)**

AT

**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.,
Circle Office,
State Bank of India,
Local Head Office,
6th Floor, Moti Mahal Marg,
Hazratganj,
Lucknow - 226001**



SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.

(WHOLLY OWNED SUBSIDIARY OF SBI)

SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI invites e-tenders (Tender fee, EMD, Technical Bid and required documents in hard copies as well as Digitally signed soft copies and Price bid in **Electronic form through sealed bid option**) from **THE COMPANIES LIKE DAIKIN/ GODREJ/CARRIER/BLUE STAR/VOLTAS/HITACHI/MITSUBISHI AND/OR THEIR AUTHORISED DEALERS** for Comprehensive Annual Maintenance Contract(CAMC) of hi wall split/window/cassette Air Conditioners installed at different branches and ATMs of State Bank of India under the control of RBO Varanasi(U.P), details given below:

1. Name of Work :	Comprehensive Annual Maintenance Contract(AMC) of hi wall split/window/cassette Air Conditioners installed at different branches and ATMs of State Bank of India under the control of RBO Varanasi Tender ID: LUC202006030
2. Time allowed for AMC :	One year +Extendable for one more year on mutual consent with same terms & conditions
3. Earnest Money Deposit(EMD) :	Rs. 11000.00(Rs. Eleven Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of SBI Infra Management Solutions Pvt. Ltd, payable at Lucknow.(<i>to be submitted in a sealed envelope</i>).
4. Security deposit :	5% of contract value
5. Document Tender Fee:	Non refundable fee of Rs. 1000.00(Rs. One Thousand Only) online deposit through State Bank Collect(SB Collect). The print out of the receipt should be submitted with the technical bid of the tender failing which tender shall be rejected. Process for tender fee submission is as under: Open link https://www.onlinesbi.com/sbcollect/icollecthome.htm?corpID=847665 2) Enter the "Tender ID" exactly as given in first page top of this tender(characters in uppercase Only). 3) Fill up all fields such as email, GST No., Mobile No, Vendor/Firm Name etc and make payment. 4) Enclose payment receipt having unique reference No. along with EMD.
6. Availability of tender documents :	Tender documents to be downloaded from the SBI e-tender portal https://etender.sbi and Bank website www.sbi.co.in under the Link "SBI in the News > Procurement News" from 22.06.2020 to 14:00 Hrs on 03.07.2020.
7. Address at which the hard copy	Tender fee, technical bid, Authorisation letter and EMD should be

<p>of Tender fee, Technical bid and EMD of tenders are to Be submitted :</p>	<p>submitted physically/by post/courier at SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD., Circle Office, State Bank of India, Local Head Office, 6th Floor, Moti Mahal Marg, Hazratganj, Lucknow - 226001 before 03.07.2020 by 14:00 Hrs. Contact: Ramji Sharan, Dy. Manager(Electrical)-07408403577</p> <p><i>Representative of bidders may be present during opening of Bids. However Bid would be opened even in the absence of any or all the bidders representatives.</i></p>
<p>8. Last Date & Time of submission of online e-tender /Price bid:</p>	<p>Online uploading of signed and scanned copies of first four pages of Technical Bid, EMD DD with tender fee DD and online submission Price bid through the SBI e-tender portal https://etender.sbi Upto 14:00 Hrs on 03.07.2020 .</p>
<p>9. Date and time of opening of e-tender:</p>	<p>03.07.2020 at 14:30 Hrs Technical bid and Price bid shall be opened after scrutiny of technical bid. Date and time for price bid shall be intimated later(Online Technical bid will be opened only of those bidders who will submit proper EMD and tender fee in hard copy. Price Bid will be opened only of those bidders who are successful in Technical Bid after scrutiny)</p>
<p>10. Validity of tender :</p>	<p>03(Three) month from the date of opening of pride bid of tender.</p>
<p>11. Liquidated Damages :</p>	<p>0.5% per week subject to a maximum of 5% of contract value.</p>
<p>12. Eligible Taxes/Deductions :</p>	<p>A) Income Tax will be deducted at source as per Govt. Guidelines. Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provisions/Rules. The contractor should comply with the following; Contractor should have GST Registration Number. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provisions/Rules. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor. The GST Number of State Bank of India Lucknow Circle are 09AAACS8577KAZE</p>
<p>13.Mode of Payment :</p>	<p>Electronic mode of payment shall be preferred. The L-1 contractor shall have to furnish their bank account details with Branch Name, Branch Code, IFSC and account no. along with the bill.</p>
<p>14. Any additional information :</p>	<p>The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes(excluding GST), wastage's, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work</p>
<p>15. Agency for arranging online bidding</p>	<p>M/s e-procurement Technologies Limited, Ahmedabad. bidding. E-tendering guidelines may be obtained from Primary Contact Numbers:- M:- 9081000427 / 9904407997 1. Sujith Nair:- 079-68136857, sujith@eptl.in 2. Ekta Mahajan:- ekta.m@eptl.in / Phone: +91 96 24 990356 / 9081000427 / 9904407997 3. Jainam Belani:- jainam@eptl.in M: +91-9904407997 9081000427 4. Deepak Narekar:- 079-68136863, deepak@eptl.in</p>

	5. Devang Patel:- 079-68136859, devang@eptl.in 6. Salina Motani:- 079-68136852, salina.motani@eptl.in Alternate Contact No Ms. Priyanka Acharya:- 079-68136856, +916354919566, priyanka@auctiontiger.net
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Mode of Submission of Tender: The tender shall be submitted in both physical and online in accordance with the procedure detailed herein below. **The firm/contractor should have digital signature.** Specified documents shall be sealed in envelopes of appropriate size each of which shall be sealed.

1. Envelope shall contain Earnest Money Deposit with Covering Letter, Copy of GST registration certificate, experience certificates, Dealership/authorisation certificate from the manufacture and Cost of Tender Document.
2. Online uploading of Digitally signed and scanned copies of first four pages of Technical Bid, EMD DD with tender fee DD/online deposit receipt and price bid is to be submitted online

Comprehensive Annual Maintenance Contract(AMC) of hi wall split/window/Tower Air Conditioners installed at different branches and ATMs of State Bank of India under the control of RBO Varanasi.

The envelope containing the tender documents as per instructions mentioned above shall be submitted in the office of SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD., Circle Office, State Bank of India, Local Head Office, 6th Floor, Moti Mahal Marg, Hazratganj, Lucknow - 226001.

Envelope marked **Cover 1** containing Earnest Money Deposit along with Covering Letter and Cost of Tender Document, will be opened if the Earnest Money Deposit or Cost of Tender Document is not found as prescribed, the tender shall be rejected.

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.

SBI/SBIIMS has the right to accept/ reject any or all tenders without assigning any reasons.

L-1 shall be decided on the basis of **total amount** quoted by the bidder for AMC amount for one year and not on item basis.

All safety norms will have to be followed by the contractors during execution of work and any consequent damage to property or injury / accident to workmen or any other being shall entirely be the responsibility of the contractors who by accepting the work order shall keep the Bank completely indemnified in such matters.

Companies/manufacturer can quote either directly or through their authorised dealer. In case they are quoting through dealer an authorisation letter on Company letter head should be submitted in Cover-I. The authorisation letter should be in an envelope superscribed "Authorisation Letter for Comprehensive Annual Maintenance Contract(AMC) of hi wall split/window/cassette Air Conditioners installed at different branches and ATMs of State Bank of India under the control of RBO Varanasi" and addressed to SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD., Circle Office, State Bank of India, Local Head Office, 6th Floor, Moti Mahal Marg, Hazratganj, Lucknow - 226001 .

**VICE PRESIDENT
SBIIMSPL
LUCKNOW**

STANDARD TERMS & CONDITIONS

Sealed item rate e-Tenders are invited in the enclosed format for the said work as per following terms & conditions: -

1. The tenderers may visit the site before quoting the rates so as to acquaint themselves with work involved and the site conditions in consultation with Bank's engineer.
2. The tenderers are requested to submit a non-refundable Tender processing fees of **Rs. 1000/-** by way of using SBI Internet Banking/Challan on web-site www.onlinesbi.com.
- 3. The SBIIMS will distribute the work among L1, L2 & L3 contractors in the ratio 40:30:30 if L2 & L3 contractors are ready to work at L1 rates.**
4. Contractor has to execute the work in the branches/ ATMs allotted to them and as per specifications in consultation with the Electrical Engineer and submit the bill for verification to the respective Electrical Engineer. After verification of bills by Electrical Engineer and Circle Office Lucknow bills shall be forwarded for payment to the RBO.
5. The rates quoted by the contractor shall be inclusive of all materials, labor, consumables, water, electricity, tools, plants, lights, all taxes (except GST), levies, transportation charges & disposal of waste material out side the premises, cleaning of site etc. for complete items of work as per specifications, design, pattern and instructions by the SBIIMS Engineer. GST shall be paid extra as applicable.
6. Contractor has to quote the rates for the type/capacity of AC as per BOQ and same will be applied on each items in branch/ATM.
8. The rates will remain valid for acceptance for a period of 03 months from the date of approval of rates by the SBI and shall remain firm till the one year and further extended period of one year.
9. All materials to be used for the work are required to be got approved by the SBIIMS Engineer well before using the same for the work.
10. The protection, security, safety and storage of all the materials of work and that of executed item of work are to be arranged by the contractor at their own cost.
11. The whole responsibility of safety of labourers / supervisors etc. deployed by the contractor for the said work as well as Bank's staff and Bank's property within the premises etc. lies with contractor.
12. All necessary insurance for labour, executed work, materials, third party insurance etc. as required as per Labour Laws/Govt. norms from time to time or otherwise are to be arranged by the contractor at his cost. Any claim arising out of the above shall be settled and borne by the contractor. The State Bank of India shall not be responsible in any way for any mishap occurred/claim raised during the execution of work till its completion. In case of failure of the contractor to settle any claim within a reasonable time, the Bank may recover such amount from any of the bill of the contractor.
13. No advance against any materials or payment against running bill will be given by Bank.
14. Contractor has to complete the servicing and repairing of the ACs installed in the branches/ATMs allotted within a period of **15 Days** from the date of work order, failing which liquidated damages will

be levied as per banks norms.

17. The payment will be made quarterly after the providing AMC services for the the quarter and checking the bills by the SBIIMS electrical engineer.

18. In case the contractor withdraws his offer during the validity period, refuses to work, expresses his unwillingness or fails to start the work at site within 07 days from the receipt of the work order, the Bank at its sole discretion may delist the contractor from its panel and/or may take any other legal action.

19. On the aspects not covered herein above the Bank's Standard Terms & Conditions shall be applicable.

Yours faithfully,

Circle Head & Vice President (SBIIMS Pvt. Ltd.)

INSTRUCTIONS TO BIDDERS

Online e tenders are invited for the above mentioned AMC from the reputed Contractors / Approved Manufacturers, Dealers, Service providers of O- General, Daikin, Carrier, Voltas, Blue Star, Mitsubishi, Godrej and Hitachi are only eligible(Vendors to furnish proof of the same with validity)

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the SBI E-Tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the SBI E-Tender Portal, prepare their bids in accordance with the requirements and submitting their bids online on the SBI E-Tender Portal.

More information useful for submitting online bids on the SBI E-Tender Portal may be obtained at <https://etender.sbi/>.

REGISTRATION

- 1) For First time participation Bidders are required to enroll/Register on the SBI E-Tender Portal (URL: <https://etender.sbi/>) by clicking on the link “**Register**” on the SBI E-Tender Portal which is free of charge.
- 2) As part of the enrollment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the SBIIMSPL/SBI.
- 4) Upon enrollment, the bidders will be required to register their valid DSC i.e. Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized, with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

NOTE: Firm of proprietorship can hold DSC on owners name, but Firm of private partnership should hold DSC on firm name only.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the SBI E-Tender Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender Event ID, Reference No., Name of work, Branch name/Location, Date, Value, etc... to search for a tender published on the SBI E-Tender Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the SBI E-Tender Portal to intimate the bidders through SMS / e-mail in case of any

corrigendums issued to the tender document.

2) The bidder should make a note of the unique Tender Event ID assigned to each tender, in case they want to obtain any clarification / help from the Help desk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule checklist and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) In order to save the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Empanelment certificate etc...) has been provided to the bidders. Bidders can use "Briefcase" area available to them to upload such documents. These documents may be directly submitted from the "Briefcase" area while submitting a bid, and need not be uploaded again and again. This will reduce the time required for bid submission process.

5) Bidder should be ready with the worked out prices item wise as per the Tender published in the website for fast filling without confusion. Bidder should be cautious while preparing rates as to fulfill the job without any deviation from Terms & Conditions of Tender.

6) Bidder should prepare the EMD/Document Fees as per the instructions specified in the tender document. The original should be posted/courier/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. A photocopy should be retained with bidder for future reference.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the last bid submission time. Bidder will be responsible for any delay due to other issues.

2) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for meeting the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

3) The bidder has to digitally sign and upload the required Technical bid documents one by one as indicated in the tender document Checklist.

4) Bidder has to select the 'fill payment' options in order to pay the Tender Document fee / EMD as

applicable and enter details of the DD/BC.

5) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

6) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Evaluation of Total Amount is automated and summed up by SBI e-Tender Portal. Hence only Item rates will be fed in by the bidder.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the Secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking “Final Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS/HELP

1) For any assistance regarding online tender process /e-Tender/Bid Submission please contact following address as specified in NIT.

M/s e-procurement Technologies Limited, Ahmedabad. bidding. E-tendering guidelines may be obtained from Primary Contact Numbers:- M:- 9081000427 / 9904407997

1. Sujith Nair:- 079-68136857, sujith@eptl.in

2. Ekta Mahajan:- ekta.m@eptl.in / Phone: +91 96 24 990356 / 9081000427 / 9904407997

3. Jainam Belani:- jainam@eptl.in | M: +91-9904407997 | 9081000427

4. Deepak Narekar:- 079-68136863, deepak@eptl.in

5. Devang Patel:- 079-68136859, devang@eptl.in

7. Salina Motani:- 079-68136852, salina.motani@eptl.in

Alternate Contact No

[Ms. Priyanka Acharya:- 079-68136856, +916354919566, priyanka@auctiontiger.net](mailto:priyanka@auctiontiger.net)

2) Any queries relating to SBI E-Tender Portal in general may be directed to the 24x7 SBI E-Tender Portal Help desk.

3) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the NIT(Notice Inviting Tender) of tender.

LIST OF MANDATORY DOCUMENTS TO BE UPLOADED IN THE WEB SITE AND
TO BE SUBMITTED PHYSICALLY BEFORE TENDER OPENING

Bidder has to upload the following documents in the Technical Bid Section which is mandatory.

1. Scan copy of **Tender document cost credit proof**. The original copy is to be sent to the address given in notice within the due date of tender.
2. Scan copy of **D.D/B.C of EMD**. Original copy is to be sent to the given address within the due date of tender.
3. Scan copy of **letter of authorized dealership** of specified Reputed manufacturer (O- General, Daikin, Carrier, Voltas, Blue Star, Mitsubishi, Godrej and Hitachi etc).
4. Scan copy of **'Declaration'** duly signed by the respective bidder.
5. Scan copies of **valid PAN & GST** Registration Certificates of the vendor.
6. Scan copies of **Satisfactory performance certificates** given by any Govt./PSUs/Semi Govt. organization for similar kind of works done within last 5 years, if any.
7. Scan copy of work orders of similar works(AC AMC or SITC of ACs) undertaken during last 7 years with Government Department/PSU's/Semi Govt. organizations (In format of **Annexure-I duly filled & signed by bidder**) ending 31/05/2020. as detailed below:

- Three similar single work order completed works each costing not less than Rs. 4.44 lacs.
or
- Two similar single work order completed works each costing not less than Rs. 5.55 lacs.
or
- One similar single work order completed works costing not less than Rs. 8.88 lacs.

Submit following details of only those works which are required to fulfill the above work experience PQ criteria (Not for other works):

- a) Name, address and contact nos. of client. :
- b) Work order reference and details (Submit copy of work order) :
- c) Order Value :
- d) Date of start of work :
- e) Scheduled date of completion of work :
- f) Actual date of completion of work (Submit copy of completion certificate)

iv. The average annual turnover for financial year 2014-15, 2015-16, 2016-17 should not be less than Rs. 3.33 lacs. (Submit copies of audited balance sheets/ IT returns, form 26AS for the years as documentary evidence).

v. Firm should have valid PAN card and GST registration (Submit copies of card, registration certificates).

8. Scan copy of **Firm Registration Certificate** with address of firm/Branch in Varanasi. In case Firm Registered address is other than Varanasi, Service Centre address in Varanasi should be provided with valid proof of existence.

9. The entire **tender document** signed and stamped with office seal in pdf format which is downloaded from <https://etender.sbi/>.

FORM OF SUBMISSION
(To be filled by the tenderer)

**The Vice president,
SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.,
Circle Office,
State Bank of India, Local Head Office,
6th Floor, Moti Mahal Marg,
Hazratganj,
Lucknow - 226001**

Dear Sir/s,

Ref: **TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF HI WALL SPLIT/CASSETTE/WINDOW AIR CONDITIONERS INSTALLED AT DIFFERENT BRANCHES AND ATMS OF STATE BANK OF INDIA UNDER THE CONTROL OF RBO VARANASI**

I / We hereby declare that I/ We have carefully gone through the conditions laid down in the Notice Inviting Tender, General notes, General Conditions of Contract, Special conditions, Terms & Conditions, Technical Specifications of schedule of quantities, and clearly understood all the same and on the basis of the same I/We quoted our rates in the Schedule of Quantities (i.e. BOQ) attached with the tender documents.

I / We do here by undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted. I/ We are depositing a sum of **Rs.2500.00 (Rupees Two Thousand Five Hundred ONLY)** as earnest money deposit by way of demand draft drawn in favour of **SBI Infra Management Solutions Pvt. Ltd, payable at Lucknow** along with this tender for due execution of the work at my/ our tendered rates.

In the event of this Tender being accepted I/ We agree to enter into the agreement and submit the declaration on requisite non-judicial stamp papers as and when required and execute the contract according to your form of Agreement etc., in default whereof, I/ We do hereby bind my-self / ourselves to forfeit the aforesaid deposit. In the event of this Tender being accepted I/ We agree to obtain the labor license and the CAR(Contractors All Risk) and Third party insurance policy and deposit the balance I.S.D. amount and adhere/comply to all other instructions as given in TENDER DOCUMENT.

I / We further agree to fulfill the AMC needs included in the said schedule of quantities with time period **One year** from the date of the work order issued to commence the same. Date of commencement shall be either immediate effect from the date of work order issued to the contractor or the date as specified by the Bank.

I / We agree not to employ sub-contractors other than those that may be approved by Employer. I / We agree to pay all taxes(except GST), insurance charges as prevailing from time to time, on such items for whom same is to be levied by/ for the government, and the rates quoted by me / us are inclusive of all the same.

Yours Faithfully,
Contractor's Signature_____

Name: _____

Address: _____

Signature of Witness:

1.

2.

3.

TERMS & CONDITIONS

1.0 BACKGROUND

The State Bank of India (SBI), a Public Sector Bank is actively involved since 1973 in non-profit activity called Community Services Banking. All our branches and administrative offices throughout the country sponsor and participate in large number of welfare activities and social causes. Our business is more than banking because we touch the lives of people anywhere in many ways. Our commitment to nation-building is complete & comprehensive.

2.0 OBJECTIVE

The objective of the project is to have a systematic Comprehensive Annual Maintenance Contract (CAMC) installed at different branches and ATMs of State Bank of India under the control of RBO Varanasi, for maintenance of Cassette/Hi wall Split/Window Air Conditioners and water coolers of various makes, so as to ensure minimum down time of system(Air Conditioning) & effective working.

3.0 SCOPE OF WORK

The scope and nature of services to be provided by the contractor shall include scheduled preventive maintenance services & Routine services which cover periodic and break down servicing, along with repair or replacement of electrical or mechanical running parts including compressor, PCB, Refrigerant Gas, Fan Motor, Contactor etc., if required during the contract period.

1. The contract shall include minimum one wet service and two dry services during the period of the contract.
2. All complaints/ repairs shall be attended & rectified within 05 hours(minor repairs) & 3 days(major problems), failing which the contractor will be required to provide requisite number of standby air conditioners at his own expenses.
3. Attending to any breakdown call made immediately on receipt of verbal/written complaint during office hours on all days including National Holidays.
4. The time for rectification of defect shall not exceed 72 hours in any case i.e. Providing a service unit, free of charges during the major repair of AC unit in the workshop.
5. Prior permission of concerned authority shall be taken for taking the air conditioners or parts thereof out of premises for repair, if any. No extra charges shall be paid on this account.
6. The servicing and maintenance shall be carried out without disturbing the normal functioning of the normal routine office work and hostel site.
7. The history sheet of servicing/breakdown repairing of each and every unit shall be maintained. The copy of report shall be submitted along with the bill subsequent to the servicing activity.
8. The cleaning/ minor repair of stabilizers shall be covered under the AMC contract excluding electrical supply point, which is in Banks scope.
9. If the compressors of the new air conditioners are unserviceable, the AMC firm to liaise with the Original Equipment Manufacturer (OEM) for warranty replacement. The copies of original bills of the new air conditioners will be supplied to the AMC firm during award of contract / whenever required.
10. Any expenditure involved in Service Charge, replacement of any component etc. during replacement of compressor under warranty replacement will be borne by the contractor and SBI will not make any payment to the OEM firm or any agency including the AMC Contractor.
11. In the event of any of the air conditioner /water cooler is discarded during the AMC period because of its becoming unserviceable or any other reason, before the second half of contract period, the amount of second instalment payable by the bank would be reduced proportionately for the second half year only.
- 12. If the compressor or any other major part of AC are not functioning before start of AMC then the firm should inform to the SBI/SBIIMS and machine needs to be brought back to proper working order, same shall have to be done by the bidder within 15 days of start of**

contract period. The charges for bringing down machine in operation shall be paid by the bank and thereafter functioning no other charges shall be paid during CAMC.

ROUTINE SERVICES: The routine services will include :

Checking and servicing of the AC unit two times in a year & descaling of units if required.

Replacement of Filters, If necessary. Checking of motor, ground connection, checking of main plug connections.

Checking air temperature at supply air grill, return air grill, Inlet air condenser, outlet air from condenser.

Checking Firmness of supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of air-conditioners etc. Anti-rusting Painting of the MS portion prone to rusting.

Replacement of any component of air conditioners found defective after the above checks and tests.

Cleaning the condenser and evaporator coils with suitable detergent /chemical solution and flushing with high pressure jet of water.

Greasing of blower motors and all moving parts.

Checking of thermostat, switches excluding replacing the electrical parts.

Checking of operation of reverse Cycle Valves during requirement.

MAINTENANCE SERVICES: Repair of compressor and its motor including rewinding/ replacement, repair/ replacement of fan motor, repair/ replacement of selector switch, starting/ running capacitor, starting relay, thermostat, PCB, Refrigerant Gas etc. All maintenance works covered for effective functioning of AC system will come under CAMC. Cost of plastic parts/painting/outer body/ casing/drain pipe, if need to be replaced or repaired, shall be borne by SBI, but Fixing charges are to be included in contractors quoted CAMC RATE.

Supply free of charges, of all the spares and materials including consumables found defective and necessary for the unit excluding the following:

- a) Sheet metal part, front panel / grill, outer wrapper / casing.
- b) Condenser, cooling and condenser coil.
- c) Heating systems is not included.
- d) Voltage stabilizers, Electrical accessories are not included.

4.0 CONTRACT PERIOD

The period of contract for Comprehensive Annual Maintenance Contract of Air conditioning systems is for One Year. CAMC will commence from date of awarding contract / issue of work order. However, CAMC can be further extended for one more year on mutual consent with same rates and same terms & conditions.

SBI reserves the right to terminate contract at any time during the contract period with prior notice of 15 days and without assigning any reasons thereof.

5.0 VALIDITY OF TENDER

The validity of tender is for 90 days from the date of opening of the bid. The rates quoted by the bidder should remain firm during Contract Period starting from the date of award of contract / issue of work order.

6.0 SECURITY DEPOSIT WITH EMD

The successful Bidder has to deposit 5% of the value of the contract amount as Security Deposit. This amount includes the EMD – (Earnest Money Deposit submitted before opening of tender in DD form).

The security deposit will be refunded without any interest to the contractor by SBI, 15 days after the end of AMC period.

7.0 LOCATION

The machines are located in the geographical area of Varanasi District in the branches and ATMs, Recyclers, CDMs, Swayam Machine etc. of State Bank of India.

8.0 LIST OF MACHINES PROPOSED UNDER CAMC:

Sr. No.	Model	Capacity	Quantity
1	Tower type AC 3 Tr	3/4 Tr	11
2	Hi wall split AC 2 Tr	2 Tr	16
3	Hi wall split AC 1.5 Tr	1.5 Tr	183
4	Hi wall split AC 1 Tr	1 Tr	112
5	Window AC	1.5 Tr	32

Note: Detailed list of branches and ATMs is attached. The quantity is indicative the vendors needs to visit the site before agreement and should submit the inventory for the actual nos. of ACs. The quantity may vary (increase or decrease) at any time during CAMC period. The actual payment shall be made after the AMC and duly verified by the Administrative Officers of the Bank/SBIIMS.

9.0 ELIGIBILITY CRITERIA

Sealed online tenders are invited from various vendors for the Comprehensive Annual Maintenance Contract for maintenance of Tower/Window/Split Air Conditioners of various makes who fulfills following eligibility criteria:-

- a) The vendor should have executed similar contract in Govt. / PSU / PSBs/Autonomous bodies/Private sectors. The vendor should have experience of 03 years or more on maintenance preferably in Govt. / PSU / PSB/Autonomous offices/Corporate .
- b) The vendor should have facility of Service of reputed brand like O- General, Daikin, Carrier, Voltas, Blue Star, Mitsubishi, Godrej and Hitachi and should be an authorized service Dealer for services for any of the above make.
- c) The vendor who have undertaken maintenance contracts/SITC of ACs during last 7 years ending 31/05/2020 with any of the Government Department/PSU's/Semi Govt. Organizations. A certificate or evidence to this effect is to be provided from the concerned Govt./PSU's/Semi Govt.similar works(AC AMC or SITC of ACs) undertaken (In format of **Annexure-I duly filled & signed by bidder**) ending 31/05/2020. as detailed below:

- Three similar single work order completed works each costing not less than Rs. 4.44 lacs.
or
- Two similar single work order completed works each costing not less than Rs. 5.55 lacs.
or

- d) - One similar single work order completed works costing not less than Rs. 8.88 lacs..
- d) The vendor should have sufficient trained man power and service centre facility in Varanasi. Address of Workshop, List of worker along with their qualifications shall be submitted.
- e)The vendor should have valid PAN & GST registration with the relevant statutory authority.

10.0 EVALUATION CRITERIA

The tender shall be submitted online in two parts, viz., Technical Bid and Financial/Price Bid. **Price bid shall be opened after scrutiny of technical bid. Online Technical bid will be opened only of those bidders who will submit proper EMD and tender fee in hard copy. Price Bid will be opened only of those bidders who are successful in Technical Bid after scrutiny .**

10.1 TECHNICAL BID

The list of documents, which are mandatory & specified in Tender Notice are to be furnished by the bidder. Only Technical Bids of those contractors, who submit the earnest money in the prescribed manner, will be opened. All Technical bid documents will be verified at the tender opening time specified in Notice Inviting Tender.

1. Technical bids of bidders whose EMD was not received physically, will not be opened.
2. If the bidders failed to provided the experience certificate and authorisation letter from the OEM i.e. O- General, Daikin, Carrier, Voltas, Blue Star, Mitsubishi and Hitachi.
3. If the Bidders failed to submit the listed mandatory documents, they will be disqualified.
4. Tender documents found partly or fully modified / altered/ corrected etc shall stand summarily rejected.
5. Any clarifications sought after opening of the tenders will not be entertained at any cost.
6. Tender Document duly signed & stamped by the respective bidder in pdf format only will be validated.
7. If any bidder submit false/fake document they will be banned from doing work in SBI.

Financial bids of those bidders who qualified in technical bid will only be opened.

10.2 FINANCIAL BID

The rates to be quoted in Financial Bid should be in Indian Rupees and excluding GST. The rates are summed up automatically in the SBI e-Tender portal. The rates quoted by the Bidder will be validated/scrutinized by committee and compared to market price for adaptability. The lowest total rate quoted will be considered for award of work.

Note: Date and time of opening of price bids will be decided after technical bids have been evaluated by the committee. Information in this regard will be uploaded on portal. In exceptional situation, an authorized committee may negotiate price with the qualified bidder quoting the lowest price before awarding the contract.

11.0 SPECIFIC CONDITIONS

The tender is not transferable. The SBI reserve the right to issue a letter of award for one year depending upon the decision taken by the management.

The bidder shall not enter into sub contract with any person or transfer the contract or any benefit there under to any person or firm.

The person signing the tender document on behalf of the contractor or on behalf of the firm, shall attach with the tender a proper power of Attorney, duly executed by all the partners, stating that he has the authority to bind such other persons of the firms whatever the case may be in all

the matters pertaining to the contract, including the arbitration clause.

Acceptance of the tender by the SBI shall be communicated to the successful bidder by a formal letter of acceptance of tender.

The firm must inspect the AC's/ conditions of AC's before submitting the tender.

All Air Conditioners are to be maintained properly to ensure desired cooling/ heating effect.

These units must be free from frosting and water accumulation.

This contract is for comprehensive maintenance i.e. inclusive of replacement of spares, motor winding and overhauling of compressor to be done from the manufacturers, by replacement with sealed unit from the manufacturer/ authorized dealer.

The firm has to provide stand by unit in case of removal of units for overhauling or for major repairing.

All the units are in working condition. In case in the opinion of the bidder, any machine needs to be brought back to proper working order, same shall have to be done by the bidder within 15 days of start of contract period. In case of failure to bring the machine to proper order within stipulated period, damages/ penal charges shall be applicable.

The firm should maintain a log book of each & every complaint of air conditioner and obtain satisfactory report from the SBI officer concerned as well from SBIIMSPL.

12.0 GENERAL CONDITIONS:

- 1) No. of AC's given in the statement is tentative, the vendors needs to visit the site before agreement and should submit the inventory for the actual nos. of Acs.
- 2) AC units covered under this AMC are in working condition. If not found in working condition before start of the contract, the vendor should be inform to the Bank/SBIIMS. It is, therefore, shall be binding on the contractor that they maintain them throughout the period of AMC and hand over the same in good running condition at the time of expiry of this contract.
- 3) The repairing work is to be carry out at the site. In case of occurrence of any major break down in an air conditioner, same will be allowed to carry to workshop for providing of service. The service will be done free of charge at the contractor's service station.
- 4) During the period of this maintenance contract if we dispose of any of the AC unit covered by the AMC, the AMC amount will be reduced proportionately. The payment will be made for actual units maintained during a particular quarter.
- 5) Removal and re installation of AC is not included in the CAMC. This job will be carried out by you as per the instruction of SBI Official. Charges will be paid as per the rates quoted by you in the Price Bid.
- 6) Periodical service shall be done in every quarter by the contractor during the period of this AMC. This includes one overhauling in a year normally during the off-season.
- 7) The contractor shall replace spare parts and materials free of charge which become defective during the AMC period. However, this excludes replacement of cage, grills and knobs etc. of air conditioners.

8) Replacement/rectification of compressors during the period of this AMC shall be in the scope of the contractor. The contractor shall bear the full cost.

8) The charging/ topping up of refrigerant gas in air conditioners is in the scope of the contractor.

9) The services which are felt essential for the effective working of air conditioners shall also be rendered by the contractor during the period of this AMC.

10) Any complaint made against improper working of air conditioner shall be attended immediately i.e. the same day positively and in no circumstances the attending of such complaints shall be postponed to the next day.

11) Routine maintenance and proper operation must be ensured by the contractor which includes cleaning of filters, checking of loose electrical connections etc. at regular intervals.

12) The servicing/repairing the ac unit is in the scope of contractor only. In case, the contractor or his employee gets the AC unit serviced/repared by any other party, all such charges relating to that repairs/maintenance shall be borne by the Contractor only.

13) The electricity power supply shall be provided and maintained by SBI which includes the wiring to AC Unit, the connecting and disconnecting switches/circuit breakers etc. These will, however, be attended to by our own electrician at our own expenses.

14) The successful bidder has to retain a service team at our office premises on all working days in order to attend our day-to-day complaints during AMC period.

13.0 FORFEITURE OF EMD

The EMD will be forfeited under the following conditions:

(a) If the tenderer withdraws or amend, impairs or derogates from the tender in any respect within the period of validity of the tender.

(b) If the bidder withdraws the bid before the expiry of the validity period of 90 days of the bid or within the time frame of extension given by SBI in special case communicated before the expiry of the bid.

(c) If the bidder fails to comply with any of the provisions of the terms and conditions of the bid document.

(d) If the selected bidder fails to execute agreement in prescribed format and furnish the Bank Guarantee within the prescribed time.

14.0 RETURN OF EMD

The earnest money of all the unsuccessful bidders will be returned soon after finalization of the tender. The EMD of successful bidder shall be returned after receiving the Bank Guarantee or may be adjusted against the Security Deposit / BG, otherwise EMD shall be returned along with the release of first quarter payment of AMC. No interest will be paid by SBI on the Earnest Money Deposit.

15.0 PERFORMANCE SECURITY

The successful bidder has to submit Performance Security equivalent to 10% of the contract amount valid for AMC period plus one month, i.e., for thirteen months in the form of FD/BG at the time of submitting agreement and within seven days of issue of letter of award.

Failure of the successful tenderer to comply with the above requirement i.e. deposition of performance

security, shall constitute sufficient grounds for cancellation of the letter of award & forfeiture of the earnest money.

16.0 PRICES

Prices quoted shall be firm. The quoted rates should fulfill all terms & conditions without any compromise/deviation. The rates quoted in section-I shall be for One year of CAMC; Section-II & III are item rates only and may be executed on demand of SBI.

17.0 BREAK UP OF PRICES

Unit price basis quotation for One Year CAMC should be submitted mentioning clearly Individual items CAMC Cost separately in figures and in words. Total amount auto summed should also be clearly Checked by the bidders. There should be no typographical error in the final quote. The quoted cost must be without any precondition of minimum number of machines or any other condition put by the tenderer.

The CAMC cost should be inclusive of cost of spare parts required for maintenance of all systems as listed (excluding plastic panels). The spare parts should be of the same make as far as possible. If replacement is done the faulty parts shall become the property of SBI and have to be deposited with SBI. The replacement of parts will be verified by SBI official.

18.0 TAXES AND DUTIES

Only GST will be paid extra. Any other applicable tax and duties shall be included in the price. Hence GST should not be included in the rates quoted.

19.0 MODE OF PAYMENTS

The payment will be made after deducting the TDS and other eligible taxes. The vendor shall indicate percentage and amount of service tax in their bill separately and it will be paid to him along with the payment. No escalation shall be granted on any account over the rates quoted in the tender.

Payment will be made on quarterly basis through online payment / NEFT / RTGS after raising the demand by submission of bill.

The contractor will submit the bill for CAMC on quarterly basis and after completion of each quarter.

The Payment for AC where work was not attended due to any reason whatsoever will be deducted on pro rata basis from the bill submitted by contractor.

Any additional or extra work, not covered under CAMC, required during maintenance shall be carried out by the contractor after obtaining approval from SBI and may claim bills separately on actual basis after completing the work.

Bills are to be submitted (preferred in 3 copies) along with the certificates/ job card duly certified/ signed by the officer concerned on actual basis.

20.0 PENALTY

Time is the essence of the services. The minor repairs will be completed within 8 hours (i.e servicing, small repair works, gas filling which does not require any bought out material). The major repair work (PCB & Compressor problems) is to be completed in all respects in 3 (Three) days from the date of Complaint. In case of any delay beyond 8 hours for minor & 3 days for major repair works, AMC contractor has to arrange standby AC. If he fails to arrange standby AC, penalty will be imposed @ 1% of the contract value per day of delay of the particular quarter.

21.0 POLICE VERIFICATION AND COMPLIANCE OF SECURITY REQUIREMENTS

The contractor will ensure that his staff must have Security Passes / Identity Card to enter the premises of the SBI to attend the duties. The staff should be polite and courteous. The contractor should ensure that his staff should not be under the influence of liquor while on duty and any damage to the SBI property will be borne by the contractor.

The contractor should arrange for workman Compensation Insurance Policy covering all the workmen and submit it to the SBI. This policy should be in the Joint name of SBI and Contractor. The insurance should cover the period of contract.

22.0 FORCE MAJEURE

Neither party shall be held responsible by the other for breach of any condition of this agreement attributable to any 'Act of God', Act of state, lockout, civil unrest, war or any other reason, beyond the control of the parties and any breach of clauses arising from such force majeure conditions as aforesaid shall not be regarded as a breach of the provision of this Agreement.

23.0 NOTICES AND STATUTORY REGULATIONS

The contractor shall give all notices and pay all fees and shall comply with all Acts and Regulations for the successful completion of the contract works. The whole of the work is to be complied with as per the requirements and byelaws of the relevant statutory authorities including contract labor (Regulation and Abolition) Act 1970.

24.0 SAFETY MEASURES

All safety measures are the responsibility of successful bidder to whom CAMC awarded.

Scaffolding or staging more than 4m. above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffolding's or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the maintenance of system.

Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be -3'0". Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.

Safe means of access shall be provided to all working platforms and the working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. In length while the width between slide rails in rung ladder shall in no case be less than 290mm. For ladder up to and including 3m. In length. For longer ladders this width should be increased at least 20mm. for each additional meter of length.

Other safety measures

All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work (outdoor unit supporting frames) and all metal workers shall be provided with safety gloves.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

25.0 UNSATISFACTORY PERFORMANCE

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. The work will be considered as unsatisfactory, If SBI concerned official found your job inappropriate or inadequate. More than 3 Penalty imposes in a quarter during contract period.

Using materials other than same brand of system or approved materials by SBI official.

26.0 TERMINATION

On expiry of period (One year) given in the Terms & Conditions CAMC will terminate. Further, the contract can be terminated at any time during the AMC period due to bad/delayed performance established on the part of the contractor or any such material complaints.

If the information provided by the firm is found to be false at any point of time, SBI reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the earnest money/security deposit.

The defaulted firm is not permitted to enter into any sub-contract with any empanelled firm. If any such contracts come to the notice of SBI, the contract will be terminated.

The firm shall not assign or sublet any portion of the work except with written consent of SBI, failing which SBI may terminate the contract, whereupon the performance guarantee / security deposit shall be forfeited at absolute disposal of SBI.

After completion of CAMC period or after termination of contract, the firm (presently holding CAMC) is responsible to handover all the machines in working condition, which were under CAMC with the firm, unless it was communicated/mutually agreed earlier. Otherwise SBI reserves the right to get faulty machines repaired by any other firm at the risk and cost of CAMC firm.

SBI reserves the right to cancel/terminate the CAMC whenever, without assigning any reason thereof.

27.0 GENERAL NOTES

At any point of time contract may be terminated without assigning any reason thereof.

All typographical errors are subject to corrections.

All the terms & conditions of CAMC should be complied.

Deviation, if any, from terms and conditions will not be entertained.

The firm shall be responsible for any damage in servicing/overhauling of machines and the firm has to repair the machine at its own cost.

All tools, accessories, hardware, terminal, connector, multimeter etc. desired for the testing and repairing at site have to be maintained by the firm on its own cost. Adequate quantity of equipment shall be kept in possession of the firm in all respects.

SBI reserves the right to up-grade any of its machines from any vendor. The payment of Comprehensive Annual Maintenance Contract of the machines shall be as per specification given in Financial Bid Table. Any other device within machine, if upgraded shall come under Comprehensive Annual Maintenance Contract, as and when its warranty is over, in lieu of other device.

All dues of third parties shall be cleared by the firm holding CAMC before handing over. If any third party, claim their due and if satisfied by SBI as genuine, SBI shall adjust from the security deposit and from the running bills of CAMC, and if the amount is insufficient then the firm (holding CAMC before handing over) shall be liable to pay the whole due amount.

For the new models/ items, CAMC charges will be decided by SBI on the basis of rates for existing

models having similar features, which will be binding on the firm.

In case of shifting of AC units, making of any cut-out / opening for refrigerant piping and control wiring / fitting in any of false ceiling, partition, paneling, masonry work etc., and providing panels of the same finish in partitions, paneling are included in the installation cost and shall not be paid extra.

Only rates considered to be reasonable with market rates will be paid for spare parts other than proprietary spare parts.

READ & ACCEPTED THE TERMS & CONDITIONS

SIGNATURE OF THE CONTRACTOR
WITH DATE & SEAL

ANNEXURE-I

NAME AND VALUE OF MAJOR WORKS COMPLETED DURING THE LAST 5 YEARS:

S. No.	Name of Work/project with address	Name & full postal address of the owner	Specify whether Govt. Under taking. If so, mention name, address and contact Nos. of two persons (Executive Engineers or top officials of the organization).	Capacity in Tonnage (copy of work order & completion certificate from project in-charge)	Stipulated time of contract (months) Enclose clients certificate for satisfactory performance	If the work is left incomplete or terminated (furnish reasons)	Remarks

Notes:

Information has to be filled up specifically in this format. Please do not write remark “As indicated in Brochure /Attached Documents” & Date shall be reckoned as on 31/05/2020. 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 in a position to certify about the quality as well as past performance of your organization.

NAME OF THE OFFICIAL	ORGANIZATION & ADDRESS	CONTACT NUMBERS

Date:

Signature of the Applicant

Place:

(with seal)

Seal and signature of the bidder

FORM OF AGREEMENT

ARTICLES of AGREEMENT made this _____ day of _____ year 2020 between the **Regional Manager, State Bank of India, RBO Varanasi, Varanasi Branch Campus, Opposite Kutchery, Varanasi 221002** (Hereinafter referred to as the “Employer/Owner/client” which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and

_____ of _____ (Hereinafter referred to as “Contractor” unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to carry out **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF TOWER/HI WALL SPLIT/WINDOW AIR CONDITIONERS INSTALLED IN THE BRANCHES AND ATMS UNDER THE RBO VARANASI. and shall herein after referred to as “AMC”.**

AND WHEREAS for the purpose of the above said project, the Employer invited sealed tenders from experienced, resourceful and bonafied contractors vide his Notice Inviting Tender (NO. _____ dated. _____).

WHEREAS the contractor submitted his Tender Documents containing Notice Inviting Tender, General Notes, General Conditions of Contract, Special conditions, Schedule of Approximate Quantities and rates, Form of Agreement, Terms & conditions etc... for the above said AMC, (Hereinafter collectively referred to as the “said conditions”), duly signed on each page as a token of his acceptance of the same, along with requisite Security **Deposit.**

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the Comprehensive Annual Maintenance Contract.

AND WHEREAS the Employer has accordingly issued the work order (NO. _____ dt. _____) to the contractor subject to his furnishing the requisite Security Deposit.

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance NO. _____ dt. _____ and has also deposited with the Employer a sum of Rs. _____ which with the Earnest Money of RS. _____ forms the requisite Security Deposit @ two months cost of the accepted Tender Value of Rs. _____.

NOW, therefore, it is hereby agreed to and between the parties as follows:

1) Contract documents

The following documents shall constitute the Contract Documents.

- I. This Article of Agreement.
- II. Tender Document submitted by the Contractor including the “said conditions”, N.I.T and Schedule of Quantity.
- III. All correspondence between the Employer and the Contractor from the date of issue of N.I.T and the date of issue of work order.
- IV. Work order No. _____ dt. _____

2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted

Seal and signature of the bidder

AMC shown upon the said systems etc. and such further details as may be furnished to the contractor by the said Employer and described in the said Specifications and the said Schedule of Quantities.

3) Notwithstanding what are stated in the **N.I.T conditions of Contract, Terms & conditions** of herein stated before, the Employer reserves itself the right of altering the Systems/Items and the nature of the AMC and addition to or omitting any items of AMC or of having portions of same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

3) As mentioned in Article 1 above, the “**said conditions**” shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

4) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions, Terms & conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of the Varanasi thereto. The decision of the arbitrator shall be final and binding on both the parties.

IN WITNESS WHEREOF THE PARTIES to their present have here under set and subscribed their hands, the day, month and year first above written.

Signed and delivered for and on behalf of

State Bank of India, Shri. _____ its duly authorized official, In the presence of –

1. (Name and Address)

2. (Name and Address)

Signed and delivered for and on behalf of

The Contractor _____ by Shri _____ his duly authorized official, in the presence of –

1. (Name and Address)

2. (Name and Address)

READ, UNDERSTOOD AND ACCEPTED

SIGNATURE OF THE CONTRACTOR WITH

SEAL DATE

Seal and signature of the bidder

DECLARATION

**The Vice president,
SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.,
Circle Office,
State Bank of India, Local Head Office,
6th Floor, Moti Mahal Marg,
Hazratganj,
Lucknow - 226001**

I/We have inspected the site in Varanasi District and I/We have made me/ us fully acquainted with the local conditions in and around the sites of works.

I/We hereby declare that I/ We have carefully gone through the conditions laid down in the Notice Inviting Tender, General Notes, General Conditions of Contract, Special Conditions, Schedule of Approximate Quantities and rates, Terms & conditions, Approved manufacturers/ natural source of materials (i.e. all parts of Technical Bid), Technical Specifications of schedule of quantities (i.e. all parts of Price Bid), and clearly understood all the same and on the basis of the same I/ We have quoted our rates in the Schedule of Quantities/BOQ attached with the tender documents.

We accept all the terms and conditions of tender documents. We will abide by the technical specification mentioned in the tender. We here by undertake to use only specified material/ make as per the tender schedule. I/ We hereby declare that, in particular during execution of all works at site; it will be my/ our sole responsibility to strictly adhere to/ meticulously follow the General Specification, Terms & conditions, Technical Specifications of schedule of quantities.

For any type of deviation (to any of above or subsequent instructions), it will be my/ our responsibility to obtain the written instruction of the Engineer-in-charge for the same failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace the all deviated material/ works from the site at my/ our cost as well as I shall be liable to penalized by the employer as deemed fit and for all such losses made thereof, I/ we shall not have any right to arbitrate in any manner.

I/ We hereby declare that I/ We shall obtain necessary permissions from employer in time and also shall uniformly maintain such progress as may be directed by the employer to ensure completion of same within the target date/ time as mentioned in the tender document.

Date:

Signature and seal of Contractor/ Tenderer

Witness:

- 1.
- 2.

Seal and signature of the bidder

SPECIFICATIONS FOR SERVICES

General

1.1 The drawings for services are diagrammatic but shall be followed as closely as actual construction permits. Any deviations from the drawings shall be in conformity with architectural and structural drawings. The dimensions designated by the manufacturers shall take precedence over the drawings.

At completion of work the Contractor shall submit one set of tracings and two sets of prints of "As-Built-Drawings". These drawings shall, among others, include invert levels, pipe runs, diameters, location of valves, access panels, layout of equipment, piping connections and such other information for maintenance & future extensions. Guarantees given by manufacturers shall be assigned to the Employer along with names & addresses of manufacturers, suppliers and information about spare parts.

All site test shall be carried out with prior intimation to the Bank Engineer / Architect. All defects shall be rectified and tests conducted again to the satisfaction of the Bank Engineer / Architect. In addition to the test required by the specifications, the Contractor shall also conduct tests required by the Architect and by the Municipal or other Authorities.

All work shall be executed by competent and licensed persons. The contractor shall maintain liaison with Municipal and other controlling Authorities. He shall obtain their approvals and certificates as required by the bye – laws at appropriate stages.

No cutting / chasing shall be done in load bearing structural members without prior approval of the Dy. Manager Electrical Engineer. Sleeves and openings shall be provided during the progress of construction in preference to cutting at later date.

The Architect may require typical mock up(s) to be installed in advance for approval. Undamaged materials from the mock up shall be allowed to be reused in the work.

Unless otherwise described in the item CI / SCI pipes and fittings shall be a spigot and socket type. G.I. pipe spouts shall be paid as per item of G.I. pipes (internal work). Cutting and making good is included. The free ends may be skew-cut.

Wherever use of G.I. pipes is called for the same shall be medium class (class – B)

Materials :

2.1 The materials shall conform to the specifications and in absence thereof to Indian Standards. The products should bear the ISI Mark.

2.2 The makes of materials for use in this work are broadly approved as per list given below. The Contractor shall, however, get particular makes and samples approved before ordering:

2.3 Notwithstanding any interim or final approval the Contractor remains responsible for satisfactory performance of all fittings & fixtures. The liability of the Contractor is not limited by any approval of the make of materials.

2.4 The item rate of mirror includes extra packing piece of AC plain sheet, where required due to off set between plaster & glazed tiles surface.

Testing

The sand cast iron soil, waste and vent pipes and fittings including joints shall be tested by pumping smoke into the pipe at the lowest end.

All G.I pipes and fittings including joints shall be tested to hydraulic pressure of 6 kg / cm² (60 meters) avoiding water hammer. The test pump having been stopped the test pressure should maintain without loss for at least half an hour. The pipes and fittings shall be tested in sections as the work of laying proceeds keeping the joints exposed for inspection during the testing.

All stone ware pipes shall be tested with water pressure of 1.5m head of water at the highest point of the section under test.

SAFETY CODE

First aid appliances including adequate supply of sterilised dressing and cotton wool shall be kept in a readily accessible place.

An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.

No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (Clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.

Every opening in the floor of a building or in a working platform be provided with suitable means to prevent to fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.

No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.

Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.

I) No paint containing leads or lead products shall be used except in the form of paste or readymade paint.

ii) The workers should supply suitable face masks for use when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.

Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.

The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

BILL OF QUANTITY

PREAMBLE:

TO BE READ ALONG WITH DRAWINGS.

1. RATES TO BE QUOTED BOTH IN FIGURES AND WORDS.
2. ALL PAGES TO BE SIGNED AND STAMPED BY THE TENDERER.
3. THE RATE OF THE ITEMS SHALL BE APPLICABLE FOR ANY FLOOR LEVEL/ ANY NUMBER OF FLOORS, OR ANY QUANTITY.
4. THE SPECIFICATION OF THE ITEMS SHALL BE AS PER LATEST INDIAN STANDARD CODES UNLESS OTHERWISE SPECIFIED.
5. ALL MATERIALS SHALL BE AS PER APPROVED LIST AND SHOULD BE OF 1st QUALITY UNLESS OTHERWISE SPECIFIED.
6. THE RATES ARE INCLUSIVE OF ALL DUTIES AND TAXES (EXCEPT GST) OF ALL GOVERNMENT, MUNICIPAL OR ANY OTHER STATUTORY BODY APPLICABLE FROM TIME TO TIME. HOWEVER GST SHALL BE PAID ADDITIONALLY IF APPLICABLE AT PREVALENT RATES/RULES.
7. RATES SHALL BE FOR ITEMS COMPLETE IN ALL RESPECTS AS PER DRAWING, INSTRUCTIONS AND APPROVAL OF THE ARCHITECT/ BANK'S ENGINEER.
8. THE QUANTITIES ARE APPROXIMATE AND TENTATIVE WHICH MAY VARY DURING COURSE OF EXECUTION. THE RATES QUOTED AGAINST PARTICULAR ITEM SHALL NOT BE CHANGED WITH VARIATION IN QUANTITIES.
9. MAKING OF ANY CUTOUT / OPENING FOR ELECTRICAL / AIR – CONDITIONING WIRING / FITTING IN ANY OF THE ITEM OF FALSE CEILING, PARTITIONS, PANELING MASONRY WORK ETC. AND FINISHING EDGES JAMBS / CILLS / SOFFITS OF THE OPENING SHALL NOT BE PAID EXTRA.
10. THE TENDERER SHALL VISIT THE SITE AND SHALL SATISFY HIMSELF AS TO CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED. HE SHALL ALSO CHECK, ASCERTAIN THE LOCATIONS OF ANY EXISTING STRUCTURES OR EQUIPMENT OR ANY OTHER SITUATION WHICH MAY AFFECT THE WORK. NO EXTRA CLAIM AS A CONSEQUENCE OF IGNORANCE OR ON GROUND OF INSUFFICIENT DESCRIPTION WILL BE ALLOWED AT A LATER DATE.
11. THE QUOTED PRICE FOR ITEMS SHALL INCLUDE ALL ACCESSORIES, CONSUMMABLES ETC. AS REQUIRED TO MAKE THE ITEM COMPLETE IN ALL RESPECTS, COMPATIBLE WITH OTHER RELATED / ASSOCIATED ITEMS AND FULLY FUNCTIONAL.
12. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY ERROR, DIFFICULTY IN EXECUTION / DAMAGES INCURRED OWING TO DISCREPANCY IN DRAWINGS WHICH HAS BEEN OVERLOOKED BY HIM AND HAS NOT BEEN BROUGHT TO THE NOTICE OF THE ARCHITECT.
13. THERE ARE NUMBER OF ITEMS GIVEN IN THE TENDER WHERE IN BASIC RATES INCLUDING ALL TAXES EXPECTED HAS BEEN MENTIONED IN THE TENDER. THESE ITEMS SHALL BE PURCHASED BY THE CONTRACTOR FROM THE MARKET ONLY AFTER THE APPROVAL OF QUALITY AND RATES BY THE ARCHITECT.

Seal and signature of the bidder

14. ALL HIDDEN SURFACES OF BOARD / PLY / WOOD WORK TO BE PAINTED WITH ANTI BACTERIAL PAINT FROM NAV AIR INTERNATIONAL FR 881 (VIPER) (WHITE COLOUR AS PER MANUFACTURER'S SPECIFICATIONS ON WOOD / BOARD).
15. CONTRACTOR SHALL APPOINT TECHNICALLY QUALIFIED FULL TIME SITE SUPERVISOR TO MONITORING THE DAY TO DAY PROGRESS OF WORK AT SITE ON THEIR OWN COST.

(Refer annexed file/section in e-tender portal for detailed Bill of Quantities)

AGREED AND ACCEPTED ALL THE TERMS & CONDITIONS.

SIGNATURE OF CONTRACTOR

DATE:

SEAL:

TENDER DRAWINGS

(Refer annexed file/section in e-tender portal for Tender Drawings)

Seal and signature of the bidder