

NIT NO	AO/VJY/2021/12/005
DATE	23.12.2021

SBI, ADMINISTRATIVE OFFICE, VIJAYAWADA

INVITES E - TENDERS

FOR

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 No. MINIMUM 8 PASSENGER (GEARLESS/ MACHINE ROOM LESS) ELEVATORS TO SERVE GF, 1ST FLOOR (2 STOPS/ 2 OPENINGS) FOR SBI, PATAMATA SME BRANCH, VIJAYAWADA

Last date for submission of Tender: 3.00 P.M. (IST) on 05.01.2022

Opening of Tenders: 3.30 P.M. (IST) on 05.01.2022

**The Chief Manager(GB),
State Bank of India,
Administrative Office,
Vijayawada.**

NOTICE INVITING TENDER

NAME OF WORK: SBI INVITES E TENDERS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 NO. MINIMUM 8 PASSENGER SERVICE (GEARLESS/ MACHINE ROOM LESS) ELEVATOR FOR SBI PATAMATA SME BRANCH, VIJAYAWADA

1.	Name of the Work	SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF TWO NUMBERS MINIMUM 8 PASSENGER SERVICE (GEARLESS/ MACHINE ROOM LESS) ELEVATOR FOR BANK'S OWN BUILDING AT PATAMATA, VIJAYAWADA
2.	Eligibility of the contractor	Tenders are invited from CPWD Empanelled lift vendors under category "A" for the above work, corresponding Proof should be submitted.
3.	Estimated Cost in Rs.	Rs. 11,00,000/- (Rupees Eleven lakhs Only)
4.	Earnest Money Deposit. (EMD)	Exempted
5.	Time of Completion:	45 (Forty Five) DAYS.
6.	Mode of Payment	Stage wise payment. Stage-(i): 70% of the contract value against all lift materials delivered at site after inspection by the Engineer/User deptt., and on production of original invoices. Stage-(ii): 25% of the contract value after successful completion of installation & commissioning, testing and handing over & Training the SBI staff etc. (iii) 5% of the contract value will be released after completion of defect liability period. But the same amount will be released after third stage, up on submission of BG for an equivalent of 5 % contract value valid for 1 year.
7.	Last date and time for submission of Tenders physically at State Bank of India, Premises & Estate Department, Amaravati LHO, Gunfoundry, Abids, Hyderabad – 500001.	Date: 05.01.2022 by 3.00 P.M.
8.	Date and Time of opening of Tenders	Date: 05.01.2022 at 3.30 P. M. (IST).
9.	Address of opening of Tender	Chief Manager(GB), SBI, Administrative Office, Suryaraopet, Vijayawada.
10.	Bidder Contact Details.	Bidder to provide following information. 1) Name of Company. 2) Contact Person. 2) Mailing address with Pin Code. 4) Telephone number and Fax number. 5) Mobile Number and E-MAIL.
11.	Initial Security Deposit	2% of contract value; in favor of DGM(B&O),SBI, Administrative office, Vijayawada Payable at Vijayawada..
12.	Defects Liability Period	12 Months (Twelve months)
13.	Total Security Deposit	5 % of contract value including initial security deposit.
14.	Liquidated Damages	0.50% per week subject to max 5% of the value of

		work
15.	Validity	90 days
16.	Tax Deduction	As applicable
17.	Rates quoted by bidder	<ol style="list-style-type: none"> 1. The quoted rate should be inclusive of Cost of materials, all taxes (excluding GST), wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses required for the completion of the work. 2. Additional claims other than the quoted amount will not be entertained. 3. The quoted rates shall be firm throughout the completion of the project
18.	Any additional information	<ol style="list-style-type: none"> 1. Any clarifications sought after opening of the Tenders will not be entertained at any cost. 2. The SBI reserves the right to cancel or postpone the Tenders at any stage without assigning any reason. 3. Claims for revision of the Quoted price by any bidder after the Tender will not be entertained.
19.	For further Clarifications on Technical matters & Agency for arranging e-tender/online bidding	<ol style="list-style-type: none"> 1. All e-Tender/Online bidding related issues, e-Procurement technologies Limited, Ahmedabad. <p>Call : +91 9904406300 +91 9510812960 +91 9265562821 +91 6354919566</p> <p>e-mail: etender.support@sbi.co.in</p>
20.	Address of the Site:	State Bank of India, Patamata SME Branch, Vijayawada.
21.	SBI reserves the right to accept or reject any or all bids without assigning any reasons thereof, even after opening of the bids.	

The SBI reserves the right to accept or reject any or all the Tenders without assigning any reason whatsoever.

Technical Qualification Criteria:

Tenders are invited from CPWD Empanelled lift vendors under category "A" for the above work. Proof of CPWD Empanelment to be submitted.

Tender documents consisting of Performa for prequalification, Technical Specifications, Schedule of Quantities of works to be done, and the set of conditions of contract to be complied with by the person, whose Tender may be accepted.

The Bank will not be bound to accept the lowest Tender and reserves the right to accept or reject any or all the Tenders, without assigning any reason whatsoever

Chief Manager(GB)

INSTRUCTIONS TO CONTRACTORS.

1. This Tender is for the " **SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF ONE NUMBER MINIMUM 8 PASSENGER SERVICE (GEARLESS/ MACHINE ROOM LESS) ELEVATORS FOR SBI, PATAMATA SME BRANCH**". It is a Single Bid containing Technical and Price Bid.

In their own interest the contractors are advised to use their own specific seals and desist from using currency coins for the purpose. Tenders with incomplete or broken seals are liable to be rejected, the matter solely resting at the discretion of the EMPLOYER. If a Contractor does not quote for one or more items, the Tender will be considered as incomplete and will be rejected.

2. SBI reserve to itself the right to accept or reject any Tender without assigning any reason for doing so and do not bind itself to accept the lowest or any other Tender.

3. General Specifications are for guidance only. The latest ISI codes and Specifications and mode of measurements will be referred to during execution.

4. Employer or Client shall mean Chief Manager(GB), SBI, AO, Vijayawada.

TENDER FORM

PROJECT: PROPOSED SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF ONE NUMBER MINIMUM 8 PASSENGER SERVICE (GEARLESS/ MACHINE ROOM LESS) ELEVATOR FOR SBI, PATAMATA SME BRANCH, VIJAYAWADA.

Dear Sirs,

I/We the undersigned have carefully gone through and clearly understood after visiting the site and the Tender documents comprising of the Tender form, Notice to contractors, and conditions for building contract, Special Conditions, Specifications and Schedule of Probable quantities and Draft Agreement.

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates which/I/We have quoted for the respective items of the Probable Bill of Quantities.

I/We are depositing as Earnest Money a sum of **as specified in NIT** in favor of 'Assistant General Manager(P&E), SBI, Amaravati LHO.' along with this Tender for due execution of the work at my/our Quoted rates together with any variations which shall be adjusted by the Architects at prices based on our Quoted rates. I/We shall deposit further sum equivalent to 2% of Tender amount, less EMD paid in the event of my/our Tender being accepted, towards initial security deposit.

In the event of this Tender being accepted I/We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, within 15 days of receipt of work order, in default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid initial security deposit.

I/We agree not to employ Sub-contractors other than those that may be specifically approved by SBI/SBI for this contract work.

I/We agree to and to get the work, workers, employees (of contractor & Employer) engaged on the work at site and all materials at site for execution of the work shall be insured comprehensive insurance including fire/accidents/ rain/ floods/riots/CAR policy (contractor's all risk insurance policy) and the insurance shall cover the period from date of start of work to date of actual completion of work plus 3 months. In case part work is taken over by the Employer before final completion of the whole work, such parts may not be covered by the insurance from the date of taking over that part of work by the Employer. Draft Insurance deed will be got vetted by the Architect, before obtaining the same. All the rates quoted by me/ us are inclusive of the same in full and nothing extra shall be claimed anytime on account of any of these.

I/We agree to pay Income tax, to be deducted at source, at the rate prevailing from time to time on the Gross value of the work done, and the rates quoted by me/we are inclusive of same.

Signature of the Contractor

Yours faithfully,

Contractor's Signature

Address:

Date:

GENERAL CONDITIONS OF CONTRACT

Signature of the Contractor

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INTERPRETATION

In constructing these conditions, the specifications, the schedule of quantities, Tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

In this connection, the following terms shall be interpreted as indicated below:

- i. **“The Employer/Bank”** ‘means the State Bank of India (including branches and other offices) and any of its employees representative authorized on their behalf.
- ii. **“Bidder”** means an eligible entity/firm submitting the Bid in response to this Tender.
- iii. **“Bid”** means the written reply or submission of response to this Tender.
- iv. **“The Contract”** means the agreement entered into between the Bank and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Vendor/Contractor”** is the successful Bidder found eligible as per eligibility criteria set out in this Tender, whose technical Bid has been accepted and who has emerged as L1 Bidder and to whom notification of award has been given.
- vi. **“The Contract Price/Project Cost”** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vii. **“The Equipment/Product”** means all the component which the Vendor is required to supply to the Bank under the Contract.
- viii. **“The Works/Project”** shall mean the works to be executed or done under this contract.
- ix. **“The Project Site”** means locations where supply and services as desired in this Tender document are to be provided.
- x. **“The Schedule of Quantities/BOQ”** shall mean the schedule of quantities as specified and forming part of this contract.

Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice versa where the Context requires.

1.0 SCOPE OF WORK

The detailed scope of the work is given in the BOQ. Successful bidder shall be responsible for dismantling/removing existing old lifts.

2.0 SITE AND ITS LOCATION

The proposed work is to be carried out at the site whose address is given in the NIT.

3.0 BID DOCUMENTS

3.1 The work has to be carried out strictly according to the conditions stipulated in Bid consisting the following documents and in the most workman like manner,

- NIT
- General Conditions of Contract
- Special conditions of Contract
- Price Bid

3.2 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 :

- Price Bid
- Special conditions of Contract
- General Conditions of Contract
- NIT

4.0 BID PREPARATION:

4.1 The Bidder must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of preparation and submission of their bids including but not limited to copying, postage, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid and enter into a contract for the satisfactory performance of the work.

4.2 The Bidder is requested to inspect the site and satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labor, the law and order situation, climatic conditions, local authorities requirement, traffic regulations etc.

4.3 The Bidder will be fully responsible for considering the financial effect of any or all the factors while submitting his Bid. The SBI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

5.0 CLARIFICATION /AMENDMENTS AND CORRIGENDUM:

5.1 Bidder requiring any clarification of the bidding document may notify us in writing at the address/by e-mail given in the NIT within the date/time mentioned.

5.2. The clarifications to the queries received or amendments in the Tender will be intimated by e-mail. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. SBI will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.

5.4. SBI reserves the right to amend, rescind or reissue the Tender, at any time prior to the deadline for submission of Bids.

5.5. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the Tender or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

5.6. Queries received after the scheduled date and time will not be responded/acted upon.

6.0 EARNEST MONEY DEPOSIT (EMD):

6.1 The Bidder shall furnish, as part of its Bid, an EMD as stipulated.

The Bidders are requested to submit the required Earnest Money in the form of

- i) Demand Draft or Banker's Cheque in favor of "AGM(P&E), SBI, Amaravati LHO, HYDERABAD" drawn on any Bank in India
- ii) Bidders claiming exemption from submission of the EMD shall submit valid NSIC certificate

6.2 EMD in any other form other than as specified above will **not be accepted. Bid not accompanied by the EMD as above shall be rejected.**

6.3 No interest will be paid on the EMD.

6.4 The EMD of the unsuccessful Bidder shall be refunded soon after the decision to award the contract is taken, without interest.

6.5 EMD of successful Bidder will be retained as a part of security deposit. EMD will be returned by SBI after submission of ISD.

6.6 The EMD shall stand absolutely forfeited:-

- a. if the finally selected bidder revokes his Bid at any time during the period when he is required to keep his Bid open for acceptance by the SBI

(or)

- b. after the bid is accepted by SBI, the vendor fails to enter into a formal agreement with the Bank

(or)

- c. the bidder fails to pay the initial security deposit as stipulated

(or)

- d. the bidder fail to commence the work within the stipulated time.

6.7 If the RFP(Request for Tender) process is delayed for any reason, the Bank will insist on the revalidation of the DD and the bidder has to get it revalidated and submit again.

7.0 BID SUBMISSION

7.1 Only those bidders satisfying the eligibility criteria given in the NIT need to apply. Tenders should be submitted physically at State bank of India, Premises & Estate Department, Amaravati LHO, Gunfoundry, Abids, Hyderabad – 500001.

7.2 The price bid will be opened only if the Bid is **unconditional** and the bidder qualifies as per eligibility criteria and meets technical specifications.

7.3 If any Bidder submits Bid on behalf of an OEM, the same Bidder shall not submit a Bid on behalf of another OEM.

8.0 RATES QUOTED BY BIDDER

8.1 The contractor shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid for the works and the rates/ amounts stated in the schedule of quantities and / or the schedule of rates and amount as provided covering all his obligations under the contract and all matters necessary for proper completion of the works expected in this document.

8.2 The rate quoted shall be firm and shall include costs of all materials, loading, unloading, transport charges, wastage, levies, Octroi(if applicable), local body taxes, all type of Insurance Charges, transport, handling charges, temporary works such as scaffolding, cleaning,

overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work etc..

8.3 No extra charges will be paid over and above the contract amount on account of any other charges (existing or future addition) or on any other account.

8.4 The GST shall be paid extra as applicable.

8.5 Rate Revision in the contract amount is not permitted during the validity period of the contract for any reason including during the extended period, if any.

8.6 Any request for review of the price bid after the opening will not be entertained.

8.7 The bidders should note that the Tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer, detailed analysis of any or all the rates shall be submitted. The Employer shall not be bound to recognize the contractor's analysis.

9.0 OPENING AND EVALUATION OF BIDS

9.1 The Bids will be opened at the office of the AGM(P&E), SBI, Amaravati LHO at Hyderabad. Representatives of Bidder may be present during opening of Bids. However, Bids would be opened even in the absence of any or all the bidder's representatives.

9.2 VALIDITY OF BID

Bids shall remain valid and open for acceptance for a period stipulated in this document from the date of opening of price bid. If the Bidder withdraws his/her offer during the validity period or makes modifications in his/her original offer, which are not acceptable to the Bank, without prejudice to any other right or remedy, the Bank shall be at liberty to forfeit the EMD.

12.0 EVALUATION OF PRICE BIDS AND FINALIZATION

12.1 On evaluation, if it is observed that the bidder has quoted Abnormally low or high for certain items, then SBI will advise the bidder to submit a Performance Bank Guarantee in the required format to safeguard the Bank's interest and to ensure the quality standards for such low quoted items. The bank guarantee amount will be not less than 50% of the estimated amount of the items for which the rates are not workable or abnormally low. The PBG shall be returned after the completion of the work in full. Submission of PBG does not entail the bidder to claim exemption of SD recovery.

12.5 In case of abnormally High rated items, SBI reserves its right to negotiate with the bidder for further reduction in the overall quote or for those items

13.0 CONTACTING THE SBI:

13.1 No Bidder shall contact SBI on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

13.2 Any effort by a Bidder to influence SBI in its decisions on Bid evaluation, or contract award may result in rejection of the Bid.

14.0 AWARD OF WORKS

14.1 SBI will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily and whose Bid is the lowest evaluated Bid.

14.2 SBI reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services from what was originally specified

14.3 SBI RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

SBI reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to award of the contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the SBI's action.

14.4 The acceptance of a Tender rests with the Competent Authority, who does not bind himself to accept the lowest Tender and reserves to himself the authority to reject any or all of the Tenders received, without assigning any reasons. All Tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.

14.5 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 15 days of receipt of the communication and to enter into an agreement with the Bank.

15.0 INITIAL SECURITY DEPOSIT

15.1 Initial security deposit shall be 2% of contract value in favour of the user department, unless or otherwise specified.

15.2 The successful Bidder will have to submit ISD by means of D/D within a period of 15 days of acceptance of Bid

15.3 If the successful bidder who has claimed exemption under NSIC for submission of EMD at the time of bidding **should also submit ISD**. No exemption in this regard will be given.

15.4 No interest shall be paid on the amount retained by the Bank as Security Deposit.

15.5 Security deposit shall be refunded to the contractors without interest after sixty days after the end of contract period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

16.0 SIGNING OF CONTRACT DOCUMENTS

The successful Bidder shall be bound to execute the Agreement within 15 days from the receipt of intimation of acceptance of his Bid by SBI. However, the written acceptance of the Bid by the SBI will constitute a binding agreement between the Bank and successful Bidder pending execution of formal agreement. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP (Request for Tender) process shall be borne by the successful bidder.

17.0 WORK EXECUTION

17.1 The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. M/s SBI with approval of Bank issue further written instructions, detailed directions

and explanations with respect to the specifications, design quality or quantity of works or the addition or omission or substitution of any work.

17.2 Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter, the work shall be carried out as per standard specifications and under the direction of SBI.

17.3 The contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer's shall, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer.

17.4 Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

17.5 The contractor shall give due notice to the Employer whenever any work is to be covered up or finished up or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such covering, in default whereof the same shall, at the opinion of the Employer be either opened up for measurement at the contractor's expenses or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the decision of the Employer shall be accepted as correct and binding on the contractor.

18.0 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

18.1 All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by SBI during the execution of the work and to his entire satisfaction.

18.2 Samples of all materials to be used must be submitted when so directed by SBI. If required, the contractor shall have to carry out tests on materials in approved materials testing laboratories or as prescribed by SBI at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges, transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account will be entertained.

18.3 Any damage (during the work) to any part of the work or to the premises for any reasons due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

18.4 Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

18.5 The SBI shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in

accordance with the specifications or instructions. In case the contractor refuses to comply with the order the SBI shall have the power to employ and pay other agencies to carry out the work.

18.6 When the employer observes that the progress of the work is not satisfactory or very slow or not in a workmanship manner or of poor quality or violative of safety protocols etc, the contractor shall be issued a suitable advise to rectify the same or replace the materials or redo the entire work, within a reasonable time frame. If the contractor could not rectify the things within the time frame given, in the interest of the work, the Employer reserves the right to execute any part of the work included in this contract or the entire work by any other Agency or persons and contractor shall allow all reasonable facilities and extend cooperation for the execution of such work.

18.7 All expenses consequent thereon or incidental thereto as certified by SBI shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, shall relieve the contractor from his liability in respect of unsound work or bad materials.

19.0 PERIOD OF CONTRACT & EXTENSION OF TIME

19.1 Time is the essence of the contract. The Contract shall be executed within the stipulated period in the NIT. No request for extension will be entertained and the bidder has to plan and mobilize his resources for the satisfactory completion of the project within the time period agreed in the Tender.

19.2 If in the opinion of the Employer, the work is delayed due to the following reasons not attributable to the contractor, the employer shall make a fair and reasonable extension of time, for completion of the Contract works

- a) By force majeure (or)
- b) By reason of any exceptionally inclement weather (or)
- c) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's own default (or)
- d) By the works not referred in the Schedule of Quantities or specifications (or)
- e) By reason of civil commotion, workmen strike or lock-out (or)
- f) In consequence of the Contractor not having in due time, necessary instructions from the Employer for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions

19.3 In case of such strike or lock-out, the Contractor shall as soon as possible give written notice thereof to the employer, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the employer to proceed with the work.

19.4 In case the work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from Employer or for any of the conditions, the contractor shall be allowed reasonable extension of time by the employer but any claim for idle labour shall not be entertained by the employer. Contractor's quoted rates should include for all such contingencies.

20.0 PAYMENT TERMS

20.1 No advance is payable.

20.2 Part/Interim payment is paid as per the payment terms mentioned in the NIT. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removal and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

20.3 If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

20.4 The final bill shall be accompanied by a certificate of completion or Commissioning report from the user department. Payments of final bill shall be made after deduction of Retention Money as specified, which shall be refunded after the completion of the Defects Liability Period provided the contractor has rectified all defects to the satisfaction of the Employer. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

20.5 **GST as applicable shall be paid extra** and the same shall be clearly shown in the invoices.

20.6 Payment shall be made by way of Electronic fund transfer and the bill will be paid by the Branch / user department. Bidder should furnish details of the bank a/c no, IFSC code along with their invoices.

20.7 Statutory deduction towards income tax and other taxes as and when directions from statutory bodies are received will be made at the time of making payments. Currently, I.T. will be recovered @ 2 % plus surcharge or as applicable as per Government Rules. GST-TDS as per applicable rates will be deducted, wherever applicable.

20.8 GST:

- a. It is the responsibility of the bidder to ensure that the GST is valid and active. Payments will not be made to inactive or invalid GST invoices.
- b. Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. Non-GST invoices will not be accepted. The contractor should comply with the following.
- c. Contractor should have GST Registration Number
- d. Invoice should specifically disclose the amount of GST levied at applicable rate as per GST provision
- e. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment
- f. 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
- g. The GST Number of State Bank of India for Telangana State -36AAACS8577K1ZQ

20.9 The works will be paid for as “measured work” on the basis of actual work done and not as “lump sum” contract, unless otherwise specified.

20.10 All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the Tender in respect of any items of work will be made for the actual work done on the basis of lump sum charges as will be assessed to be payable by the Employer.

21.0 SECURITY DEPOSIT

21.1 Retention Money: From each running bill, an amount at the rate of **8%** of the gross value of the running bill shall be recovered as retention money, till the total retention amount including the ISD amount already with the Bank become 5% of the value of the contract amount. This amount is called as Total Security Deposit, which consists of two components

- a) ISD - Initial Security Deposits.
- b) RM - Retention Money.

21.2 The total security deposit (5%) will be kept with the Bank. The total security deposit amount shall be refunded without interest to the contractor 15 days after the end of defects liability period, provided he has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract.

21.3 The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, which may appear within the defects liability period. In case of failure on the part to do so, the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit due to the contractor.

21.4 During the contract period, all compensation or other sums of money payable by the Contractor to Bank under the terms of this contract, will be deducted from the security deposit, or from any sum that may become due to the Contractor on any account whatsoever.

21.5 In the event of the Security Deposit being reduced by reasons of any such deductions, the Contractor shall within 7 days of being asked to make good, by DD, any sum which have been deducted from his security deposit.

22.0 PENALTY CLAUSE

The successful bidder shall execute the work in a workmanship like manner and complete the work within the stipulated period in the NIT. If the work is delayed beyond the stipulated period for reasons attributable to the bidder, SBI shall penalize them a penalty @ 0.5% per week for every week of delay or part thereof beyond the scheduled date of completion, in any case, not exceeding 5% of the contract value or the completed value of work.

23. VARIATION IN QUANTITY / SUBSTITUTION OF ITEM

23.1 The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure shall be considered to be approximate and no liability shall attach to the employer for any error may be discovered therein.

23.2 The Employer reserves the right to increase or decrease or delete or omit or execute only a part or the whole or any excess thereof, as per the site requirements, without assigning

any reason there for at the time of allotment / execution of work. Contractor will be paid for the actual work done at the site. No variation shall vitiate the contract.

23.3 The Quoted rates shall be fixed and applicable for any increase or decrease in the quantities. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account. Payment will be made on actual measurement of the work done. All measurements shall be as per relevant I.S. standards

23.4 Bank reserves the right to order more quantities than what is mentioned in this Tender (at the same rate and terms and conditions) either at the same site or other sites as per the need within the validity of this Tender.

23.5 The price of all additional items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads.

23.6 Contractor should get approval of the samples of materials in advance with SBI Engineer before use of the same in the work.

24. CONTRACTOR'S EMPLOYEES

24.1 No employee of the Bank is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the Tender or engagement in the contractor's service.

24.2 Contractor should not engage child labour in any of the activities in this contract. The contractor should fulfill the labour regulation guidelines stipulated by the State/Central Governments

24.3 The Contractor shall employ technically qualified / having appropriate skill and competent persons for the work who shall perform their job efficiently.

24.4 The contractor shall not employ person who is not an Indian National.

24.5 Any labourer supplied by the contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

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

25. WORKING HOURS AT THE SITE

As instructed by user department. Bidders to ensure that the routine operations at the site are not affected by the contract work. If required, they have to work on the Bank Holidays in coordination with other agencies and user department.

26.0 SUBCONTRACTING

26.1 The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress

27.0 STORAGE OF MATERIALS

27.1 The contractor shall not store their materials and debris within the premises other than the work site handed over to him. The contractors shall be responsible for the custody and security of all materials and equipment at site. No claim for loss or theft will be entertained.

27.2 Shelter or stay and other amenities for the labors have to be arranged by the contractor at his own expense and responsibility.

27.3 On completion of the works, the contractor shall remove all machinery, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer

28.0 FORCE MAJEURE

28.1 Notwithstanding the provisions of General terms and conditions of the Contract, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

28.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

28.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29.0 COMPLIANCE OF STATUTORY REGULATIONS

29.1 The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities like Electricity, Pollution Control Boards, Municipal Authorities, water and Sewerage boards and shall before making any variations from the specifications that may be associated to so conform, give the Employer written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.

29.2 The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer. The Contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any

Signature of the Contractor

equipment, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Employer, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

29.3 The contractor should strictly abide by the Central/State labour regulation for the Minimum Wages, Payment of wages, Workmen Compensation, PF, ESI, Contract labour, including the latest amendments, if any and other safety regulations.

29.4 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.

30.0 INSURANCE & DAMAGE TO PERSONS AND PROPERTY ETC

30.1 The insurance shall be for an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid until the Completion of the project or handing over whichever is later.

30.2 Should any loss or damage occur, the Vendor shall initiate and pursue claim till settlement and promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

30.3 The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

30.4 The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

30.5 The contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect.

30.6 The contractor shall be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

30.7 The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

31. TERMINATION OF CONTRACT BY SBI

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number or amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the SBI that he is able to carry out and fulfill the contract, and if so required by the SBI to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the SBI not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the SBI after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the SBI may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the SBI of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor) further the SBI or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the SBI shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor to remove his surplus materials after receipt by him the SBI may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the contractor for the amount so realized. Any expenses or losses incurred by the SBI in getting the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

32.0 DISPUTES/ARBITRATION:

32.1 All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably.

32.2 If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or

difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

32.3 In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Hyderabad.

32.4 The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

32.5 Arbitration proceeding shall be held at Hyderabad, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

33. Governing Language:

All communication with respect to the Bid, clarifications, replies, contract documents etc shall be in English.

34. Safety Guidelines for the Contractor:

The Contractor should follow the following General safety Guidelines while executing the work:

34.1 Smoking is strictly prohibited at workplace.

34.2 No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level. Chinstrap of safety helmet shall be always on and safety boot is worn.

34.3 Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs eye protection has to be provided as per the need.

34.4 All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.

34.5 Excavated pits for earthing, cable laying shall be barricaded till the backfilling is done. Safe approach to be ensured into every excavation.

34.6 Preferably the work shall be carried out during the daytime. However, adequate illumination at workplace shall be ensured in case any work is carried out at night.

34.7 All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.

34.8 Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.

34.9 Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work every day. Dismantled Material shall not be thrown from the height and shall be properly disposed off to prevent any injury to public/staff.

34.10 Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.

34.11 All electrical connections shall be made using 3 or 5 core cables, having a earth wire.

34.12 Inserting of bare wires for tapping the power from electrical sockets is completely prohibited and plug tops of suitable capacity only shall be used.

34.13 All the unsafe conditions, unsafe acts identified by contractors, reported by SBI/SBIPL to be corrected on priority basis.

34.14 No children or physically challenged persons shall be allowed to enter the workplace and shall not be utilized for any service during execution of the work.

34.15 All the Gas cutting, sharp tools, flammable materials and tackles shall be stored properly and safely when not in use.

34.16 Clamps shall be used on Return cables to ensure proper earthing for welding works.

34.17 Return cables shall be used for earthing.

34.18 All the pressure gauges used in gas cutting apparatus shall be in good working condition and in case of any leakages, the same shall not be used.

34.19 Proper eye washing facilities shall be made in areas where chemicals are handled.

34.20 Connectors and hose clamps are used for making welding hose connections.

34.21 Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.

READ, UNDERSTOOD AND ACCEPTED

FORM OF SUBMISSION OF TENDER

(To be filled by the bidder)

The Chief Manager(GB),
State Bank of India,
Administrative Office,
Suryraopet,
Vijayawada.

Dear Sir/s,

Ref: **TENDER FOR**

I / We have examined the above NIT clarifications/ modifications / revisions, if any, furnished by M/s SBI and I / We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works and offer to undertake Contract as detailed in this NIT by submitting bids.

2. While submitting this Bid, I / We certify that:

- i) The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is uploaded along with the bid.
- ii) We certify that we have not made any changes in the contents of the Tender document read with its amendments/clarifications provided by M/s SBI, submitted by us in our Bid document.
- iii) The rate quoted in the *price Bids are as per the NIT* and subsequent clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. We agree to abide by all the Bid terms and conditions, contents of Agreement and the rates quoted in the bid, which shall remain binding upon us.

4. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.

5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, M/s SBI will have the right to disqualify us from the Bid.

7. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

8. We hereby undertake that our name does not appear in any “**Caution**” list of RBI / IBA or any other regulatory body.

9. We also confirm that we have not been **blacklisted** by any Bank / PSU / State or Central Govt departments for any reasons.

10. We confirm that we do not have any **litigation / cases** pending against us in any Bank / PSU / State or Central Govt departments.
11. We confirm that we are submitting bid on behalf of the OEM, and we are not submitting bid on behalf of another OEM for this Tender.
12. We confirm that we are responsible to obtain all necessary licenses, permission, NOC from all the statutory /local authorities for the smooth execution of this contract in SBI premises.
13. We hereby confirm that all the components/spare parts/equipment etc. to be supplied /used as a part of this contract shall be original new components / parts / equipment only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ equipment shall be supplied or shall be used
14. 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 SBIPL as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

Yours Faithfully,

**Signature of
Witness:**

Contractor's Signature_____

1.

Name: _____

2.

Address: _____

3.

FORM OF AGREEMENT

ARTICLES of AGREEMENT made this _____ day of _____ year 2021 between

_____ (Hereinafter referred to as the "Employer/Bank" 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 _____ and shall herein after referred to as "Project".

AND WHEREAS for the purpose of the above said project, the Employer invited sealed Tenders from experienced, resourceful and bonafide contractors vide Notice Inviting Tender mail dated _____.

WHEREAS the contractor submitted his Online Tender containing Notice Inviting Tender, General Conditions of Contract, Special conditions, Bill of Quantities, Form of Agreement, Approved manufacturers/ Natural source of materials, Form of Submission of Tender, Technical Specifications etc. for the above said project, (Hereinafter collectively referred to as the "said conditions"), digitally signed as a token of his acceptance of the same, along with requisite Cost of Tender and Earnest Money Deposit.

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the project.

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 @2 % 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.Q and Schedule of quantity.

III. All correspondence between the Employer and the Contractor from the date of issue of N.I.Q 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 project works shown etc.

3) Notwithstanding what are stated in the N.I.Q Conditions of Contract of herein stated before, the Employer reserves itself the right of altering the drawings and the nature of the work and addition to or omitting any items of work or of having portions of same carried out through another agency or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

4) As mentioned 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.

5) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of the Hyderabad thereto. The decision of the arbitration 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
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)

SPECIAL CONDITIONS OF CONTRACT

1. The work may be carried out on any floor level as per site condition. Please note that materials and machines are required to be carried on head load and the same must be accounted in the costing. Please note that no separate cost shall be allowed for head load.
2. Period of taking up the final bill will be one month from/ after satisfactory virtual completion or the date of submission of the final bill whichever is later.
3. Any damage caused to the premises during execution of the work shall be recovered from the contractor bill.
4. The contractor shall arrange for the procurement and delivery of all the materials at site as required and directed, and store them at temporary storeroom at their own cost, at the site of construction.
 - (i) Safety:

The Contractor shall be responsible for the safety of all activities on the Site and provide necessary safety Belts and Safety Shoes and uniform for their Technicians & Workers.
 - (ii) Instructions:

The Contractor shall carry out all instructions of the Bank and comply with all the applicable local laws where the site is located.
 - (iii) The work is under progress the opening of lift pit well for all floors should be temporally closed for safety grills free of cost.
5. Electrical Power:
 - (i). SBI will provide permanent power supply to the Distribution Board to be installed by the contractor in the lift machine room for testing and commissioning of Lift free of cost.
 - (ii). "The Contractor shall get all the electrical works done only through the licensed electrical contractors / permit holders as registered with or licensed by T.P.S. Electrical licensing Board.
6. Labour:
 - (i). The contractor shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
 - (ii). Labour importation and amenities to labour and contractor's staff shall be to the contractor's account. His quoted percentage shall include the expenditure towards importation of labour, amenities to labour and staff.
 - (iii) The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the Bank or on his behalf from time to time and at all times.

- i) Providing protective head wear to workers to protect them against rock falls.
- ii) Supply work men with proper safety belts, ropes etc., when working in precarious heights and slopes etc.
- iii) Avoiding naked electrical wire etc., as they would electrocute the works.

7. Compliance with Labour Regulations

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority and also applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. Salient features of some of the major labour laws that are applicable to construction industry are given below.

8. Fire fighting measures:

- a) The contractor shall provide and maintain adequate firefighting equipment and take adequate fire precaution measures for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to destruction by fire.
- b) Separate payment will not be made for the provision of fire prevention measures.

8. SPECIFICATIONS:

The supply and erection of lift should be in conformity of standards as per I.S.I. specifications.

9. SCAFFOLDING:

Scaffolding to the required extent in the hoist way and providing necessary safety barriers at landing entrances etc have to be erected and retained till completion of erection by the lift contractor at his cost.

10. STEEL:

The rate quoted should also include necessary steel required for necessary RSJ joists for mounting the motor and gear box, still support angles hitch beams, buffer support channels and bearing plates etc. The Department will not be responsible for any mishaps during execution of equipment. Any increase in rates of steel shall be to the Account of Lift suppliers only.

11. TRANSPORT & STORAGE:

The materials will have to be delivered at site and stored at the cost of the firm. The safety of the material will be 'contractors' responsibility till the equipment is handed over duly commissioned. Any damage or loss of the materials stored will be to the account of bidder. Any repairs or replacement etc., needed to the materials so stored should be done at the cost of bidder till the lift is handed over in satisfactory, operating condition after testing and commissioning. All the expenses should be borne by the Contractor.

12. EARTHING & OTHER ELECTRICAL WORKS:

Necessary earthing will be provided by SBI.

13. Tests:

The manufacturers shall conduct all tests required to ensure the equipment furnished confirm to the requirement of applicable standard and codes.

14. DRAWINGS:

i. The contractor shall inspect the site before submitting the Tender and before preparation of lift drawings.

ii. SBI reserves the right to make alterations to the building plans during execution of work as per necessity of site conditions. The premium quoted by the contractor for various items shall hold good for execution of work even with altered plans.

iii. The successful bidder shall submit, in duplicate, within a week on receipt of acceptance of the Tender, General Arrangement Drawings (GAD) Shop drawings, detailed working drawings and specifications showing the complete details of all work to the Employer (SBI). The drawings will be scrutinized by the Employer / Architect and returned to the bidder within one week of receipt, duly approved or with observations.

iv. The General Arrangement Drawing shall also include the following drawings:

a) Hoist way plan for the lift.

b) Lift machine rooms showing all machines, beams runway beams etc. and their reactions on the building.

c) Lift pit plans with details of reaction load on the pit floor.

d) Hoist way sections showing all structural supports required.

e) Elevations of all lifts.

f) Structural opening at hoist ways.

g) Detail of lift entrances.

h) Plan and section of lift cars.

15. It shall be the endeavor of Elevator Manufacturers to Propose Maximum Car Size possible in the available Hoist way without Sacrificing Aesthetics & Functional Requirements.

16. The lift contractor shall be responsible for any discrepancies, errors and omissions in the drawing or particulars submitted by him even if these have been approved by the SBI.

17. Guarantee:

(i). All equipments shall be guaranteed for period of 12 months, from the date of taking over the installation by the user department against unsatisfactory performance and /or break down due to defective design workmanship or material. The equipments or components or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free

of cost, to the satisfaction of the Engineer-in charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final & binding on the contractor.

(i). The Tender shall guarantee among things, the following:

- (a). Quality, strength and performance of the materials used as manufactures standards.
- (b). Safe mechanical and electrical stress on all parts under all specified conditions of operation.
- (c). Satisfactory operation during the maintenance period.

Preventive and Breakdown Maintenance during Warranty Period & CAMC:

1. The Lift covered in this contract have to be maintained as per the standards of the original manufacturing company during the warranty period as well as AMC
2. The AMC amount for a particular year will be paid Half yearly in advance.
3. Agree to carry out the comprehensive maintenance of the lift under this scope of work after completion of one year guarantee period+3 years CMC period at rates derived from IEEMA (INDIAN ELECTRICAL & ELECTRONICS MANUFACTURES ASSOCIATION)
4. The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the spares against defects arising out of faulty design, materials and workmanship etc. during the period of warranty.
5. All required tools and tackles (in good working condition) necessary for carrying out repair and maintenance works of Lift under CAMC have to be provided by the vendor.
6. Professionally qualified personnel who have expertise in the field from the company will be permitted to undertake Preventive Maintenance/repair services during the period of warranty and CAMC period.
7. During the term of the contract, the vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the repairs and maintenance services as under:

Type of Service	Warranty Period	AMC
Preventive Maintenance	Every Quarter	Every Quarter
Breakdown Maintenance	Within 24 hours of complaint	Within 24 hours of Complaint

Preventive maintenance: The Vendor shall conduct the following activities under Preventive Maintenance once within first 90 days of the installation and once in every quarter thereafter, during the currency of this agreement or on a day and time to be mutually agreed upon. Notwithstanding the foregoing, the Vendor recognizes Bank's operational needs and agrees that Bank shall have the right to require the Vendor to reschedule preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

Sno	Activity
1	Inspection of the lift for any abnormality in operation, sound etc
2	Testing the Performance
3	Testing of all parts and diagnose any other fault
4	Checking of current consumption
5	Lubricating /greasing of all movable parts
6	Checking of ARD System.
7	Cleaning of entire lift
8	Arrange for sufficient training to the authorized staff
9	In addition to the above, any other activity to ensure trouble free operation of lift

8. Working Hours for Repair and Maintenance:

All activities under the scope of the contract shall be undertaken during working hours i.e. from 10.00 A.M. to 6.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the LIFT could not be repaired or rectified during the said period, the technicians are required to accomplish their duties beyond the said schedules in case of any situation, if it warrants and necessary approvals must be obtained from Banks official.

9. Replacement of Spare parts: The required spares shall be kept as stock with the vendor for readily replacing the faulty spares, without loss of time or delay. In cases where unserviceable parts of the equipment need replacement, the vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. Any worn or defective parts withdrawn from the equipment and replaced by the vendor during the warranty period shall become the property of the vendor and the parts replacing the withdrawn parts shall become the property of Bank. Whenever new parts are used, the Contractor has to produce original invoice and Warranty Card of the replaced part, if demanded by the Bank.

10. Only original spare parts/quality approved by the Bank will be permitted to be used for the maintenance during the AMC Period. If duplicate, refurbished or second hand parts are used by the vendor during the AMC, the contract shall be cancelled immediately without any notice period.

11. It is the responsibility of the Contractor to accurately specify the damaged spare parts to the Bank and to rectification of the fault.

Response Time on receiving the complaint: The maximum response time i.e. time required for Vendor's maintenance technicians to report to the Bank after a request call / e-mail is made or letter is written by Bank shall not exceed 48 hours.

Apart from regular letter communications, all telephonic/E-mail communications from Bank are to be treated as formal communication for all practical purposes.

Escalation Matrix: The mobile number, land line number and email ID of the Contractor/Supervisor/Help desk to whom the complaints have to be reported and that of Top Management level is to be provided to Bank for communication purpose. Any change in numbers shall be advised then and there to the Bank.

Time taken for Repairs/Rectification: In case of Minor technical problems same are to be rectified within 3 hours of diagnosing of fault. In case of major technical problems, the same are to be rectified within 24 hours of identifying the problem.

In the event of the equipment not being repaired or a workable solution not provided during Warranty period and the AMC period, a penalty as per the penalty clause will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.

Insurance for the Workmen: The technicians deployed under AMC are to be covered by insurance under Workman Compensation Policy through reputed Insurance Companies during the AMC Period. If demanded, Copies of the Insurance Policies are to be submitted to the Bank by the vendor.

Bank is not responsible for any loss of life, damage, injury to the technicians while undertaking the Maintenance activity under AMC contract or during the installation or AMC. Vendor to ensure that all safety protocols are strictly followed while execution of the work. Vendor shall indemnify the Bank against any claims, damages and compensation for such losses.

12. **Extended Period of AMC:** In case the Bank needs the AMC service beyond the 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.

13. Details of important programs / functions of the Bank such as Conference, Review Meeting, VVIP functions etc that may be held in the Office will be informed to the contractor and they should assist the Bank in maintaining smooth running of the lifts 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.

All security and safety regulations and guidelines as per the applicable law are to be followed. All guidelines/directions of Bank's Security Section must be followed.

Complaint / Service / Breakdown Register:

The Bank shall maintain a register at its site in which, the Bank's operator / Electrician or any other person identified by Bank shall record each event of failure and / malfunction of the lift. The Vendor's technician shall enter the details of the lift serviced/ maintained / repaired by him in this register. Additionally, every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make, in duplicate, a Service call report which shall be signed by him and thereafter countersigned by the Bank's official. One copy of the Service call report shall be handed over to the Bank's official. Spares taken outside the premises also to be recorded with serial number of spare and in and out date and time. The Vendor shall provide replacement equipment if any equipment is out of the premises for repairs.

CONTRACTOR'S RESPONSIBILITY AFTER THE CONTRACT HAS EXPIRED

Successful bidder has to hand over the entire lift in good running condition before expiring of CAMC contract. Security Deposit will be released only after verifying the same.

PENALTY CLAUSE FOR AMC:

Any penalty due during the Warranty/AMC period will be adjusted against the bills payable or retention money retained by the Bank as per following in case of non-satisfactory services provided under Warranty/AMC. Penalty of non compliance will be 0.5% of quarterly contract amount, subject to maximum of 5 % of quarterly contract amount.

1. Further Bank reserves the right to terminate the contract at any time during the validity of the Contract period by giving 30 days' notice to the Contractor with or without any reason.

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

Date:

Place:

Signature and seal of the Bidder

TECHNICAL SPECIFICATIONS FOR LIFT

The supply and erection of lift shall conform to the latest lift act in force and modern lift practice in all respects. Technical specifications for various items of work given in the Bill of Quantities are to be read in conjunction with the specifications given below. Each item of work shall be executed according to the relevant Indian Standard (IS) specifications.

Document Number	Standard Title
<u>IS 9878 : 1981</u>	Safety gears and governors for electric passenger and goods lifts
<u>IS 14665 : Part 1 : 2000</u>	Electric Traction Lifts - Part 1 : Guidelines for Outline Dimensions of Passenger, Goods, Service and Hospital Lifts
<u>IS 14665 : Part 2 : Sec 1 and 2 : 2000</u>	Electric Traction Lifts - Part 2 : Code of Practice for Installation, Operation and Maintenance - Section 1 : Passenger and Goods Lifts - Section 2 : Service Lifts
<u>IS 14665 : Part 3 : Sec 1 and 2 : 2000</u>	Electric Traction Lifts - Part 3 : Safety Rules - Section 1 : Passenger and Goods Lifts - Section 2 : Service Lifts
<u>IS 14665 : Part 4 : Sec 1 to 9 : 2001</u>	Electric Traction Lifts - Part 4 : components - Section 1 : Lifts Buffers - Section 2 : Lift Guide Rails and Guide Shoes - Section 3 : Lift Car frame, Car, Counterweight and Suspension - Section 4 : Lift Safety Gears and Governors - Section 5
<u>IS 14665 : Part 5 : 1999</u>	Electric Traction Lifts - Specification - Part 5 : Inspection Manual
<u>IS 2365 : 1977</u>	Specification for Steel Wire Suspension Ropes for Lifts, Elevators and Hoists
<u>IS 4289 : Part 1 : 1984</u>	Specification for Flexible Cables for Lifts and Other Flexible Connections - Part 1 : Elastomer Insulated Cables
<u>IS 4289 : Part 2 : 2000</u>	Flexible Cables for Lifts and Other Flexible Connections - Specification - Part 2 : PVC Insulated Circular Cables
<u>IS 8151 : 1976</u>	Single-speed three-phase induction motors for driving lifts
<u>IS 9228 : 1979</u>	Specification for Mono Seat Chairs for Chairlifts Used in Winter Sports

Guarding and protecting hoist way shall be responsibility of the lift contractor from the date of commencement of work at site.

Variable Voltage, Variable Frequency (V3F)

Levelling device: As per 2.31.1 of IS 1860-1980

Terminal buffers: Terminal buffers shall be installed as a means of stopping the car and counter weight at the extreme limits of travel and shall be spring or oil buffers. Buffers in the pit shall be mounted on steel channels or suitable concrete blocks.

Guide: Steel 'Tee' section guides shall be provided for the car and counter - weight. At least the guides for the car should be machined.

Ropes: Hoisting suspension ropes as per IS 14665(Part4/sec.1to9):2001

Reverse phase and phase: Reverse phase & phase failure relay shall be provided to protect the machine against phase reversal and failure of any phase.

Miscellaneous: All electrical wiring shall have flame resisting moisture proof insulation and will be run in heavy gauge metal conduit/ casing. The trailing cable between the car and lift well will be multicore type designed for lift services and will have flame resisting moisture proof covering. Cables should conform to relevant IS amended up to date. All wiring and earthing etc. shall conform to IE rules and regulations.

TECHNICAL PARAMETERS FOR LIFT

Technical Parameter	Technical data required as per Tender	Item wise confirmation to be filled by bidders
Lift Model	8 PASSANGER SERVICE (Gear less /Machine Room Less) Elevators	
Number of lift	2Nos	
speed	1.0M/S	
Type of Drive	Microprocessor based VVVF Drive (V3F)	
No. of stops & Opening	6 stops and 6 openings (GF, 1 st , 2 nd , 3 rd , 4 th , 5 th floors))	
Car sizemm (Wide) x..... mm (Deep) x mm (Height)	
Power supply	415V-3 phase, 50 cycles AC	
Auxiliary power	Single phase, 220V, 50 cycles AC	
Car Enclosure	Stainless steel hair line finish	
Flooring	Granite flooring	
No. of entrance	six entrances on same side	
Car entrance	Center operated power doors with stainless steel hair line finish	
Landing entrance	Center operated power doors with stainless steel hair line finish	
Clear opening	mm (W) X mm (H)	
Indicators	All landings	
Controls	Micro processor based simplex full collective control with or without attendant operation	
Other features included	<ol style="list-style-type: none"> 1. Entrance vertical and sill supports at all landings. 2. Call register indicator. 3. KDS-300 Micro movement push button for car and landing. 4. Emergency Alarm. 5. Balustrade. 6. Emergency light. 7. Emergency Rescue Device (ERD). 8. Automatic rescue Device (ARD). 9. Fire rescue Device (FRD). 10. Load weighting device (LWD). 11. Pit ladder. 12. Built in voltage stabilizer for control gear Auto/attendant key. 13. Press and speak phone/ 3 way intercom. 14. Floor annunciator with music. 15. Infrared full door screen 16. Braille button 	

- Stainless steel handrail should be provided inside the car cabin.
- The vendor should provide operating instructions chart at machine room and emergency risks methods should be displayed.
- Should be convenient to physically handicap and Brail notations should be there.