

No:	HYD/ATM/2021-22/01
DATE	30.11.2021



ANYTIME CHANNELS DEPARTMENT
INVITES

TENDER DOCUMENT FOR

**DEPLOYMENT OF MOBILE ATM VAN ON MONTHLY HIRING/RENTAL BASIS IN
GREATER HYDERABAD LIMITS UNDER LHO HYDERABAD**

THROUGH E-TENDERING PROCESS

Assistant General Manager(SNP)

Any Time Channels
State Bank of India,
Opp Commercial Branch,
LHO Complex, Hyderabad-500001
Contact Number: 8008903831/9959561275/9505529985
Email:agmac1.hyd@sbi.co.in;
agmac2.hyd@sbi.co.in;
agmsnp.hyd@sbi.co.in;
agmatm.lhohyd@sbi.co.in;

NOTICE INVITING TENDER (NIT)

SBI Any Time Channels Department, LHO Hyderabad invites online tenders on behalf of State Bank Of India, Hyderabad for the following work in TWO BID SYSTEM

1.	Name of the Work	DEPLOYMENT OF MOBILE ATM VAN ON MONTHLY HIRING/RENTAL BASIS IN GREATER HYDERABAD LIMITS UNDER LHO, HYDERABAD
2.	Scope of Work	The detailed scope of the work is given in the Special Conditions of Contract
3.	Time for deployment of Mobile Van	45 days from the date of PO
4.	Eligibility of the contractor	<ol style="list-style-type: none"> 1. The Bidder should have experience in the line of activity i.e. in providing of mobile ATMs to any Scheduled Banks/ cooperative societies and must have been presently catering their services to Scheduled Banks/Financial Institutions/other reputed institutions 2. The Bidders, must have executed the orders of similar nature and magnitude, successfully. The certificate, not older than one year to this effect from the organization should be furnished along with the technical bid. Letter of satisfaction and successful completion is to be provided from the organization where the bidder has provided their services. 3. The Bidders average Annual Financial Turnover during last 3(three) years ending 31st March, 2020 should be at least INR 50 Lacs. in the same services. A certificate duly authorized by CA should be submitted in this regard. 4. Bank's solvency certificate amounting to INR 30 Lacs, not issued prior to the last 6 month from the date of this tender. 5. Bidders shall have service center at Hyderabad/ Secunderabad/GHMC Limits, for providing service in time. If the bidder doesn't have the service center in Hyderabad, then an undertaking to establish the same within two months from the date of award of the contract is to be furnished by the bidder. 6. The bidder should possess valid certificates / license necessary for the execution of the said contract from the appropriate State/Central Government authority, details of which has to be attached to tender form. 7. The bidder must be in operation for at least latest last three years The bidder should have positive net worth as on 31st March 2020. The bidder (or any of its partners/directors as the case may be) and should not be a default either as Partner/Director /NPA at any point of time to any Bank/Financial Institution.(Certificate from CA/CS to be submitted.) 8. The applicant requires to furnish their PAN No, GST Number, Registration details of firm with PIN No, TIN No etc. as applicable. 9. The applicant shall have sufficient qualified staff/Engineers/Technicians for maintenance of vehicle on scheduled days, details to be submitted alongwith tender form 10. The Bidder having the following valid quality/assurance certification may be given preference.: <ol style="list-style-type: none"> 1.ISO 9001:2015—Quality Management System 2.ISO 14001:2015—Environment Management System 3.OHSAS 18001:2007 –Occupational Health Safety Management System. 11. The applicant should be either based at Hyderabad/Secunderabad/ GHMC Limits or should have at least an office at Hyderabad/Secunderabad/ GHMC Limits 12. The applicant should have a valid digital signature to participate in the online tendering process 13. The bidder (or its partners/directors as the case may be) should not have been declared as a bankruptcy and no such proceedings shall be pending

		in any court or Tribunal for the same. A certificate from Chartered Accountant to this effect is to be submitted along with tender form															
5.	Preferred make of Vehicles	<table border="1"> <tr> <td>1. Force Motors</td> <td>2. TATA</td> </tr> <tr> <td>3. Eicher</td> <td>4. Mahindra</td> </tr> </table> <p>Or equivalent</p>	1. Force Motors	2. TATA	3. Eicher	4. Mahindra											
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3. Eicher	4. Mahindra																
7.	Earnest Money Deposit (EMD)	Exempted															
8.	Address for opening of tenders	AGM(S&P), Anytime Channels Department, State Bank of India, Opp to Commercial Branch, LHO Complex, Bankstreet, Koti, Hyderabad-500001															
9.	Tender documents available for download from the websites:	1) https://www.sbi.co.in under "SBI in the News" link "procurement news" 2) https://etender.sbi															
10.	Availability for download from the above web site	From: 30.11.2021 to 20.12.2021 extended upto 27.12.2021 extended upto 03.01.2022															
11.	Pre bid Meeting	14.12.2021 at 11.00AM at Office of AGM(SNP), Anytime Channels Department, State Bank of India, Opp to Commercial Branch, LHO Complex, Bankstreet, Koti, Hyderabad-500001															
12.	Last date and time for submission of online e-tender at https://etender.sbi	20.12.2021 by 3.00 P.M. extended upto 27.12.2021 by 3.00PM extended upto 03.01.2022 upto 3.00PM															
13.	Date and Time of opening of e-Tenders:	20.12.2021 at 3.10 P.M at LHO, Hyderabad extended upto 27.12.2021 by 3.10 PM extended upto 03.01.2022 upto 3.10 PM at LHO, Hyderabad															
14.	Validity of tender	90 days.															
15.	Check list of documents to be uploaded	<ol style="list-style-type: none"> Scanned copy of the PAN Card (of bidder/directors/partners as the case may be), GST registration Annexure-1 Details of the Bidder-Duly filled in and signed in all the pages. Annexure -2 Annexure -3 Scanned copy of certificate from a Chartered Accountant confirming the annual turnover details for the last 3 years ie 2017-18, 2018-19 and 2019-2020, Balance sheet, IT returns. Scanned copy of the Experience certificate satisfying the eligibility criteria. Details of qualified staff/Engineers/Technicians in your firm Details of the office and Contact details in Hyderabad/Secunderabad/GHMC limits No liability certificate of Statutory dues from a Chartered Accountant 															
16.	Any additional information	<ol style="list-style-type: none"> No change of terms and conditions will be permitted during the progress of the project Any clarifications sought after opening of the tenders will not be entertained at any cost. Bidder should visit the website till last date of submission for changes/ corrigendum, if any The Bank reserves the right to cancel or postpone the tenders at any stage without assigning any reason. Claims for revision of the Quoted price by any bidder after the tender will not be entertained. 															
17.	For any queries or support in connection with the online tendering process, please	<p>e-Procurement technologies Limited, Ahmedabad.</p> <table> <tr> <td>Dinesh Bagresha</td> <td>Dinesh.bagresha@eptl.in</td> <td>95108 12960</td> </tr> <tr> <td>Devendra R</td> <td>Devendra.r@eptl.in</td> <td>95108 12971</td> </tr> <tr> <td>Nandan Valera</td> <td>Nandan.v@eptl.in</td> <td>90810 00427</td> </tr> <tr> <td>Fahad Khan</td> <td>Fahad@eptl.in</td> <td>99044 06300</td> </tr> <tr> <td>Nikhil Khalas</td> <td>Nikhil@eptl.in</td> <td>93745 19729</td> </tr> </table>	Dinesh Bagresha	Dinesh.bagresha@eptl.in	95108 12960	Devendra R	Devendra.r@eptl.in	95108 12971	Nandan Valera	Nandan.v@eptl.in	90810 00427	Fahad Khan	Fahad@eptl.in	99044 06300	Nikhil Khalas	Nikhil@eptl.in	93745 19729
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	contact our E-procurement solutions agency	
18.	Bank reserves the right to accept or reject any or all bids without assigning any reasons thereof, even after opening of the bids.	

AGM(S&P),

GENERAL CONDITIONS OF CONTRACT

INTERPRETATION

In framing 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. **“Bank”** ‘means the State Bank of India, a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate office at Mumbai and branches and offices through out India including one of its Local Head Offices at Hyderabad including its successors represented by i by authorized official . any of its employees representative authorized on their behalf.
- ii. **“Bidder”** means an eligible entity/firm submitting the Bid.
- iii. **“The Contract”** means the agreement entered into between the Bank and the Bidder, tender forms as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- iv. **Service provider“** is the successful Bidder to whom the work also forming part of tender formshas been awarded.
- v. **“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.
- vi. **“The Equipment/Product”** means the Mobile ATM Van along with the accessories which the Vendor is required to supply to the Bank under the Contract.
- vii. **“The Works/Project”** shall mean the works to be executed or done under this contract.
- viii. **“The Project Site”** means locations where the Mobile Van has to be deployed and services as desired in this tender document are to be provided.

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

1.0 SCOPE OF WORK

As per the Special Conditions of Contract

2.0 SITE AND ITS LOCATION

As per the Special Conditions of Contract

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 efficient/professional manner,

- Notice of Inviting Tender
- 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

-Notice of Inviting Tender

3.3 Complete set of Bid documents can be downloaded from the Bank's website <https://www.sbi.co.in> under "SBI in the News" link "procurement news" and also at our e-procurement agency's portal <https://etender.sbi> during the period mentioned in the NIT.

4.0 BID PREPARATION:

4.1 The Bidder is advised to satisfy himself on his own responsibility and his own expenses all the information and data which may be required for the purpose of preparation and submission of their bids.

- i) Any other adverse conditions or hindrance to the deployment
- ii) Any demo or presentation is required by Bank before deployment at LHO, Hyderabad
- iii) Traffic regulations, law & order situations in the area of operation ie. within GHMC limits of Hyderabad

4.2 The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid. The SBI or Bank 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 posted on the Bank's website and e-tender portal as a corrigendum/Addendum. No individual communication will be conveyed to the Bidders. The interested parties/Bidders are advised to check the above website regularly till the date of submission of Bid document and ensure that clarifications / amendments issued, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. Bank 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.

5.3 Depending upon the Bank's requirements, a pre-Bid meeting, will be held on the date and time specified in the tender which may be attended by the interested Bidders or their representatives and get their queries clarified.

5.4. Bank reserves the right to amend, rescind or reissue the tender, or any part thereof 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):

NII

7.0 BID SUBMISSION

7.1 Only those bidders satisfying the eligibility criteria given in the NIT need to apply. Tenders should be submitted online in the website <https://etender.sbi>. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the

bid submission time. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should adhere to the timelines stipulated herein for bid submission and will solely be responsible for any delay.

7.2 The bidders should submit their bids online with their valid digital certificate, which confirms that the bidders have read and understood the tender terms and conditions. Claiming ignorance of all the terms and conditions in this tender either before or after the PO is issued or during the progress of the work will not be accepted.

7.3 The bidder shall submit the documents enlisted in the checklist in the Notice of Inviting Tender softcopy format. ie scanned copy of the documents either in PDF or JPEG format as required. The Bank will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

7.4 The documents submitted online in the **Technical Bid should NOT contain any price information.** Such Bid, if received, will be rejected.

7.5 The bidder shall submit his quotes **online** through the PRICE BID in the e-procurement portal. The price bid will be opened only if the Bid is **unconditional** and the bidder qualifies as per eligibility criteria and meets technical specifications.

7.6 If required, Bank shall conduct e-reverse auction among the qualified bidders and the same shall be communicated to the bidders.

7.7 Submission of offline bids **will not be accepted.** Such bids will not be considered.

8.0 PRICE BID: RATES QUOTED BY BIDDER

8.1 The Bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid for the Services covering all his obligations under the contract and all matters necessary for proper delivery of the Services expected in this document.

8.2 The GST shall be paid extra as applicable.

8.3 Unless otherwise provided in the tender, the rates tendered by the bidder shall be all inclusive and 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. Any request for review of the price bid after the bid opening will not be entertained. 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.

9.0 OPENING AND EVALUATION OF BIDS

9.1 The online Bids will be opened at the office of the Deputy General Manager, State Bank of India, Anytime Channels, LHO Buildings, Koti, 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 In the two bid system, the technical bids will be opened at the scheduled time mentioned in the Notice of inviting tender. In case, if the date of opening is declared as nonworking day or Holiday, the bids will be opened on the next working day. The price bid of the qualified vendors will be opened on a subsequent date which will be intimated to the bidders.

9.3 The Bank will examine the Bids to determine whether they are complete, on required formats & accompanied by supporting Documents and the Bids are conforming to all the terms and conditions of the Bidding Document without any deviations and are generally in order.

9.4 If a Bid is not conforming to the terms and conditions, it will be rejected. However Bank will have right to demand submission of more information as required, if any of the document is partly submitted. If the bidder does not respond within the stipulated time, Bank will reject or disqualify the bid.

9.5 Only those Bidders and Bids which have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

9.6 The Bank will evaluate the bids on technical & functional parameters including witness demos of the already deployed Vehicles by the vendor and verify functionalities, performance of the Vendor/bidder etc from the previous employers or user department.

9.7 During evaluation of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

9.8 The tenders must be unconditional. Conditional tenders leading to unknown / indefinite liability may be summarily rejected.

10.0 EVALUATION OF PRICE BIDS AND FINALIZATION

10.1 Only those Bidders who qualify in Technical evaluation would be shortlisted and the online price bid submitted by the bidder will be opened.

10.2 The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Online Percentage rate bidding or Reverse Auction (if conducted).

10.3 In case, the L1 amount quoted by two or more contractors is the same, such lowest contractors will again be asked to submit sealed / online "Revised + Percentage Offers" on the original Estimated Cost of tender but the revised percentage shall, in no case, be higher than the percentage quoted during their initial offer for the project. The L1 shall be decided on the basis of revised offers.

10.4 The process of online rebidding amongst the two or more bidders offering same rates shall continue till L1 bidder is discovered.

10.5 In case, any of such bidder or all bidders (who have quoted same tender amount in the initial bidding or subsequent bidding) refuse to submit revised offer, it shall be treated as "Withdrawal of tender" by the bidder before acceptance by Bank and they shall not be allowed to participate in the re-tendering process for the work.

10.6 If the L1 bidder refuses to give the Financial Bank Guarantee, the tender will be re-invited by debarring the firm and bank will not pay monthly rentals for the period of default. The said L1 bidder shall not be allowed to participate in the re-tendering process.

11.0 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 is not acceptable to the Bank, without prejudice to any other right or remedy,

12.0 CONTACTING THE BANK:

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

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

13.0 AWARD OF WORKS

13.1 Bank will award the Contract to the successful Bidder whose Bid is the lowest evaluated Bid satisfying all the technical and financial parameters set out in the tender form

13.2 State Bank of India / Bank reserves the right at the time of award of contract to increase or decrease kilometres from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

13.3 Bank's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Bank 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 any decision taken by the Bank regarding the bids.

13.4 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.

13.5 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.

14.0 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 the Bank. However, the written acceptance of the Bid by the Bank 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 tendering process shall be borne by the successful bidder.

15.0 GST:

a. It is the responsibility of the bidder to ensure that the GST claimed or quoted in the tender form is valid and in force at the applicable rate. Payments will not be made to inactive or invalid GST invoices.

b. Payment will be made only on submission of proper GST invoice as per applicable GST provision. Non-GST invoices will not be accepted. Invoice should specifically disclose the amount of GST levied at applicable rate as per GST provision

c. In case of Correction in the bills after scrutiny, bidder should submit fresh bills for payment

d. Bidder should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor

e. The GST Number of State Bank of India for Telangana State -36AAACS8577K1ZQ

16.0 TDS:

Statutory deductions are to be made as per the applicable laws towards income tax and other taxes inclusive of subsequent statutory amendments and as well as when directions from statutory bodies are received and the same shall be done 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.

17.0 FORCE MAJEURE

17.1 Notwithstanding the provisions of General terms and conditions of the Contract, the service provider 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.

17.2 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 bidder and / or Sub-bidder but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

17.3 If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the service provider 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.

18.0 DISPUTES/ARBITRATION:

18.1 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 contract period or after completion of contract and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably.

18.2 If however, the parties are not able to solve them amicably, either party (Bank or service provider), 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.

18.3 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.

18.4 The service provider 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.

18.5 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.

18.6. Notwithstanding the above, the parties are at liberty to approach the courts of competent jurisdiction at Hyderabad for resolution of disputes if any relating to the contract entered into between the Service Provider and the Bank

19. Governing Language:

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

20. Safety Guidelines for the Service provider:

The service provider and his agents/employees strictly adhere to follow General safety Guidelines while executing the work:

20.1 Smoking is strictly prohibited inside the mobile van.

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

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

20.4 All the unsafe conditions, unsafe acts identified by service provider/ reported by Bank to be corrected on priority basis.

20.5 No children or physically challenged persons shall be utilized for any service during execution of the work.

21. Termination for Default:

i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the service provider, may terminate the Contract in whole or in part:

- a. If the service provider fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- b. If the service vendor fails to perform any other obligation(s) under the contract; or
- c. Laxity in adherence to standards laid down by the Bank; or
- d. Discrepancies/deviations in the agreed processes and/or products; or
- e. Violations of terms and conditions stipulated in this tender

ii. If the contract is terminated under any termination clause, the service provider shall handover all documents/ equipment/Automated Teller Machine, Bank's data or any other relevant information to the Bank in timely manner and shall also support the orderly transition to the Bank.

iii. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.

22. Termination for Insolvency:

The Bank may, at any time, terminate the Contract by giving written notice to the Service provider, if the Service provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed by any person, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

23. Termination for Convenience:

The Bank, by written notice of not less than 30 (thirty) days sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.

24. Confidentiality clauses: For the purpose of this agreement, confidential information shall mean (i) information of all kinds whether oral, written or other wise recorded including without limitation, any analysis, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a party to which the other party will have access. (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the parties concerning the contemplated terms. (iii) any and all information regarding the contemplated terms and any agreement that may be entered into in relation thereto and (iv) any customer details or other data received by a party from the

other party or its customer(s) or otherwise shared between the parties in connection with the service.

25. Insurance coverage: Vehicle and other equipment should be fully insured covering all the related risks and renewal should be undertaken before expiry of insurance period with the cost borne by the service provider and original of such policy to be submitted to bank. Non renewal or insurance coverage period lapse will be at the risk and responsibility of the service provider and any loss, if any, bank suffers is to be fully reimbursed/paid back to bank.

READ, UNDERSTOOD AND ACCEPTED

Name and Signature of the

Bidder or its authorized official

UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(to be submitted in Bidder's letter Head)

**The Assistant General Manager(SNP),
State Bank of India,
Anytime Channels Department,
Opp to Commercial Branch.
LHO Complex, Bankstreet, Koti
Hyderabad-50001**

Dear Sir/s,

Ref: TENDER FOR _____

I/We have examined the above tender and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and I/We are fully acquainted with the local conditions in and around the proposed location and offer to undertake Contract as detailed in this tender by submitting my/our online bids in the Bank's e-tender portal.

While submitting this Bid, I / We certify that:

- 1.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.
- 2.We certify that we have not made any changes in the contents of the tender document read with its amendments/clarifications provided by Bank, submitted by us in our Bid document.
- 3.The rate quoted in the online *price Bids are as per the tender* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

We agree to abide by all the Bid terms and conditions, contents of Agreement and the rates quoted in the bid and any of the instructions issued by State Bank of India hereafter 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 in non-judicial stamp papers as per applicable rate of stamp duty 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, Bank 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 neither in any "**Caution**" list of RBI / IBA or any other regulatory body nor in CIBIL
9. We also confirm that we,(including Director(s)/partners as the case may be) 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 responsible to obtain all necessary licenses, permission, NOC from all the statutory /local authorities for the smooth execution of this contract.

12. 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, and that no refurbished / duplicate / second hand components /parts/ equipment shall be supplied or shall be used

13. 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 Bank for the same, failing which, it shall be deemed that I have carried out any such deviations at my own and I shall be liable to penalized by the Bank as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate or adjudicate in any manner.

Yours Faithfully,

**Service Provider's
Signature** _____

Name: _____

Address: _____

Signature of Witness:

1.

2.

3.

FORM OF AGREEMENT

ARTICLES of AGREEMENT made this ____ day of _____ year 2021 between _____ (Hereinafter referred to as the/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 "Service provider" unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Bank intends to carry out _____ and shall herein after referred to as "Project".

AND WHEREAS for the purpose of the above said project, the Bank invited ONLINE E-tenders from experienced, resourceful and bonafide service providers through State Bank of India, Local Head Office Hyderabad vide its Notice Inviting Tender (No. _____ dated. _____).

WHEREAS the service provider submitted his Online Tender containing Notice Inviting Tender, General Conditions of Contract, Special conditions, Bill of Quantities, Form of Agreement, Preferred makes 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 service provider was found to be most suitable for the project.

AND WHEREAS the Bank has accordingly issued the work order (No. _____ dated. _____) to the service provider subject to his furnishing the requisite Security Deposit.

AND WHEREAS the service provider has accepted the aforesaid Work Order vide his letter of acceptance No. _____ dated _____ and has also deposited with the Bank a sum of Rs. _____ (Rupees.....) which forms the requisite Security Deposit.

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 service provider including the "said conditions", N.I.T and Schedule of quantities.

III. All correspondence between the Bank and the service provider 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 service provider as hereinafter provided the service provider shall upon and subject to the said conditions, execute and complete the contracted project works

3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein stated before, the Bank reserves itself the right of altering 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.

6) The service provider shall promptly notify Bank / State Bank of India of any changes in the constitution of their firm. It shall be open to Bank to terminate the agreement on the death, retirement, insanity or insolvency of any person/s is being director/s or partner/s in the said company / firm, or on the addition or introduction of a new partner without the previous approval in writing of Bank. But in absence of and until its termination by Bank as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

7) The service provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by The service provider or breach of any obligations under this contract, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-service provider of the service provider. The service provider agrees to make good the loss suffered by the Bank.

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 Service provider _____ by

Shri _____ his duly authorized representative, in the presence of

1. (Name and Address)

(Name and Address)

SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF CONTRACT :

No	Scope of the Contractor
1	Fabricated Van to suit the Bank's requirement
2	The ATM area should be Airconditioned
3	3KVAUPS with 10 Hoursbackup Batteries
4	Proper illumination with LED lights of suitable capacity
5	CCTV monitoring system
6	Fire Extinguishers – CO2 / Dry Powder / Gas type of suitable capacity
7	Public Address System
8	Alarm System
9	In built Noise less /Silent Generator of 5KVA Capacity
10	Regular Cleaning and maintenance of the above equipment
11	Qualified Driver with suitable and valid license
12	Regular and breakdown.Helper to assist the driver and to clean the equipment and van. Maintenance of the van
13	Armed Guard with licensed Gun
14	Payment of Salary, other perk to the deployed personnel as per the applicable labour laws
15	Insurance of Men and equipment and Van provided by the Contractor
16	Third party insurance to cover the claims in case of Accidents etc
17	GPS tracking device
18	Permission from the Municipal Authorities for parking of vehicle will be obtained by the service provider. Parking charges, if any will be borne by the service provider.

	Support to be provided by the Bank:
1	Supply and installation of ATM
2	Connectivity equipment and installation
3	Parking arrangements in Bank Premises with electrical power connection for charging of batteries
4	Insurance of ATM connectivity equipment and cash in ATM
5	ATM Maintenance

1.1 The successful bidder will be responsible for supply, customize, installation, UAT, testing and commissioning of Mobile Van (including fabrication) with ATM and/or Lobby solutions as per need of Bank. The integration of the Mobile Van with ATM and/or Lobby solutions with Bank's CBS & other systems and interface with respective Payment Gateways & other interfaces will be the responsibility of the bidder.

1.2 The ATM and Network Connectivity will be provided by Bank. However the installation charges is to be borne by the Service provider as per Bank's requirement. After successful integration of the vehicle, the bidder will provide the services throughout the contract period as per the Bank's requirement.

1.3 The Bank has installed an Electronic Financial Transaction Switch to drive and administer ATMs of the Bank. The Mobile Van ATMs & lobby will be integrated with bank's switch

1.4 Supply, installation, testing and commissioning of Mobile Van (including its fabrication), Lobby on ownership basis.

1.5 Purchase and maintenance of vehicle for Mobile Van. The vehicle shall be fabricated as specified by the Bank, with reinforced body for mounting ATM.

1.6 Supply, installation, testing and commissioning of network, UPS, lighting arrangements etc. to facilitate transactions through Mobile ATMs.

1.7 Burglar alarm and CCTV camera with recording facility of 180 days (as per Bank's guideline) for safety should be provided for capturing while transacting on ATM.

1.8 Van should have power backed up facility, GPS facility for tracking the movement of the vehicle, PA system for announcements etc.

1.9 Integration of ATM related equipment & software

The successful service provider must integrate all the hardware equipment (s), vehicle and software components to make the mobile van system integrated and fully functional. It will be bidder's contractual responsibility to locate the exact nature of the problem / fault(s) and rectify the same. Bidder/Service Provider should guarantee that all components are new and in working condition.

1.10 All the equipment, electrical fixtures fitted on the vehicle needs to be well maintained and functional for trouble free service without any additional cost to the Bank. Service provider should have Tie up with OEM or their Authorized service provider for Annual Maintenance Contract of Air Conditioners, Access Lock, CCTV, PA system, GPS, Burglar Alarm System, UPS and other pertinent items provided by him.

1.12. Insurance:

Insurance coverage: Vehicle and other equipment should be fully insured covering all the related risks and renewal should be undertaken before expiry of insurance period with the cost borne by the service provider and original of such policy to be submitted to bank. Non renewal or insurance coverage period lapse will be at the risk and responsibility of the service provider and any loss, if any, bank suffers is to be fully reimbursed/paid back to bank.

2.0 LOCATION FOR DEPLOYMENT :

The location for deployment initially decided by the Bank is as under:-

- a. GHMC Limits
- b. HMDA limits

However, **Bank reserves the rights to change the location as per requirement.** No additional payment will be made for change in location.

3.0 MOBILE ATM VAN:

The vehicle offered should have following facilities:

3.1 The layout of the vehicle interior should be as provided by the bidder along with the technical bid.

3.2 The vehicle should provide clear height of 6 ft. inside to facilitate easy movement. The Vehicle shall have canopy arrangement to protect Automated Teller Machine fascia and card user from rains, bright sunshine and it should be leak- proof in open and closed positions. Final Sketch and detailed drawing of the vehicle will be approved by the Bank.

3.3 The vehicle should **not be more than 5 years old** having reinforced body and adequate space to accommodate ATM and other required machine having approximate weight 1500 kg and front cash loading facility. The vehicle will be exclusively used for mobile ATM of the bank. The fabricated vehicle will be inspected by the Bank Officials before accepting it for run.

3.4 Provision and installation of new 3 KVA online UPS with back up duration 10 hours, along with inbuilt generator of 5 KVA capacities to charge the batteries. UPS make and specification will be provided by the service provider (minimum efficiency 93% and the make should be from Bank approved vendor). The generator should have ISI certification. The UPS should have an arrangement to operate on 5kva DG set for supply of electric power in case batteries are drained out. Provision to provide power directly from any AC supply source i.e. provision to

draw power from source other than DG supply also.

Currently, the following three vendors are there in the SBI LHO approved UPS vendors:

1. Electronics and Controls Power Systems Pvt Ltd-9482594973
2. Techser Power Solutions Pvt Ltd - 9849071428
3. RC Alltech Power Systems Pvt Ltd - 9848306183

3.5 The vehicle must be fully air-conditioned having in-built or separate cooling device of adequate capacity to maintain temperature between 20-25 degree centigrade inside the vehicle for ATM and other accessories. The Vehicle should have provision of windows for emergency exit.

3.6 Inside area of the vehicle should be properly illuminated with LED lights of adequate wattage. Provision & installation of Fire extinguishers of adequate capacity dry powder / gas type for the safety of the equipment. The vehicle should be fitted with alarm system. The vehicle should also be equipped with public address system for making recorded/live announcements. All the equipment / accessories provided on the vehicle should be new and of reputed make. The vendor will provide the names of the manufacturers from whom the equipment have been purchased. Materials having BIS certificate shall be considered, wherever is available and should be approved by the Bank.

3.7 The exterior of the vehicle should be Polyurethane (PU) painted as per our color choice with provision for fixing advertisement boards on both sides to display / advertise bank's products and services.

3.8 Vehicle provided **should not be more than 5 years old** and proof of ownership, RTO registration papers, Insurance, PUC, valid license of the driver etc. will have to be furnished periodically to the Bank. The cost of insurance, upkeep of the vehicle, painting, cleaning and all other mandatory charges will be borne by the service provider. All the consumables like coolant, engine oil, gear oil, fuel, and refrigerant to be provided by service provider.

3.9 Vehicle will be parked in Bank's premises/ Banks approved parking place with three phase electrical power connection facility for charging of UPS batteries only. The security to the vehicle during night will be provided by the Bank. Wheel immobilizers to be provided to prevent the movement of vehicle by carlifters. The vehicle will be examined for fitness every year by a Bank appointed automobile engineer.

3.10 The Vendor shall ensure that all electrical problems including earthing that affects electrical supply to the equipment are identified and rectified within 4 hours. All costs associated with replacement of consumables, wires, connectors etc. will be borne by the Vendor. Earthing to all equipment like ATM/ AC is to be provided by the vendor as per requirement with no additional cost.

4.0 DRIVER, HELPER, ARMED GUARD:

4.1 The service provider shall employ qualified / having valid driving license and competent persons fully trained and adequately experienced driver, who are medically fit. They should be free from any contagious diseases. Driver should have 24 hours Mobile phone facility, in addition a helper should be made available on vehicle to attend to operation issues. The vehicle will be maintained and kept clean on daily basis by the helper, the vehicle should also be provided with an armed guard. All other facilities like uniform, food, drinking water, first aid medicines, salary etc. to driver, helper and armed guard will be provided by service provider. The Bank will not be liable for any legal proceedings arising out of it. The salary of these personnel will be borne by the service provider.

4.2 The antecedents/ credentials of driver's, helper and armed guards engaged by the service provider will have to be ascertained / verified from the local police authorities by the firm/ owner and original copy of the police verification shall be submitted to the Bank for

record. The person engaged by the service provider shall be well mannered and properly dressed. Any change of driver, helper and armed guard will be communicated to our authorized official well in advance and the firm's / owner's representative known to the Bank shall come along with the new driver, helper, armed guard as the case may be. The new driver, helper and Armed guard should also satisfy all the criteria mentioned hereinabove.

4.3 The service provider shall provide necessary training on safety measures to its employees wherever necessary so as to avoid accident. The Bank shall not be responsible for any accident occurred or damage incurred or claims arising there from during the contract period. The service provider shall also provide all risk insurance policy including third party insurance as may be necessary to cover the risk.

4.4 The service provider / firm shall be held responsible for any misdeeds / misbehaviour , offences of their employees/agent with the public / Customers / Bank staff during the period of contract. Bank is not responsible for any damages or claims on account of the misbehaviour / misdeeds of his employees. For this purpose, any person supplied by the service provider to be engaged on the work on regular basis or as an alternate arrangement, under the direct order or control of the Bank or his representative shall be deemed to be a person employed by the service provider. Police verification of the background of the employees engaged by the service provider shall be done and the report submitted to the Bank within 15 days.

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

4.6 No employee of the Bank is allowed to work as a service provider 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 service provider 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.

4.7 service provider should not engage child labour in any of the activities in this contract. The service provider shall not employ person who is not an Indian National.

4.8 The service provider employee shall not over stay in the Bank premises or in the odd hours or holidays unless or otherwise required by the Branch for specific reasons like ATM refilling, maintenance, repair works etc.

4.9 The service provider employees/agents, workmen will not have any right whatsoever to get absorbed in the Bank. The service provider shall be responsible for all the claims of the employees of the service provider and shall not make and claim whatsoever against the Bank. The service provider shall be responsible for all statutory requirements e.g. ESI, PF, labour registrations, Insurance coverage etc. The service provider is responsible for compliance of all the rules & safety regulations etc.

4.10 Minimum wages as prescribed by the Labour Law and other statutory payments applicable shall be payable by the service provider as the case may be. The service provider shall bind himself and keep the Bank saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen.

5.0 CONTRACT PERIOD:

Vehicle hiring contract period will be for 3 years w.e.f (date of deployment). If found satisfactory, the contract will be extended for a further period of 2 years (one year at a time) at the same terms and conditions and rates. If the services are not found satisfactory, the bank will have

the right to terminate the contract by giving one month's notice at any point of time during the contract period without any compensation to the service provider on any account. The service providers shall give minimum 3 months notice for withdrawal of vehicle, failing which Bank may impose befitting penalty.

6.0 WORKING HOURS AND DISTANCE TO BE COVERED

The vehicle will be at the disposal of the Bank 24x7 and the Bank would have the sole right to deploy it anytime anywhere. On the present route the vehicle is likely to travel for approximately 2000 KMs in a month or 24000 KMs in a year. The vehicle will be allowed weekly half day off (other than Bank Holidays) for five hours (9 am. to 2 p.m.) for preventive maintenance. The day will be decided after award of contract by mutual convenience. The service provider should schedule maintenance activities accordingly. The provision of preventive maintenance is to get uninterrupted services for 10 hours per day from 9 AM to 7 PM or as decided by the Bank. The service provider has to strictly comply with timings and routes specified by the Bank. Vehicle shall be provided for 10 hrs duty on all days with fuel and other consumables.

7.0 ESCALATION MATRIX: The mobile number, land line number and email ID of the service provider /Supervisor/Driver 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.

8.0 INSURANCE & DAMAGE TO PERSONS AND PROPERTY ETC

8.1 The ATM machine with the cash will be insured by the Bank. Other items on board the mobile vehicle and other accessories provided will be insured by the service provider and he will submit evidence of having done so at his cost. The insurance shall be for an amount to cover the value of the Products and man power provided on "All Risks" basis and for the third party claims/damages, valid throughout the period of contract.

8.2 The service provider shall be responsible for all injury to the workmen, persons, animals or things and for all damages to the structural and / or part of property which may arise from the operations or neglect of himself or of any of his 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. The service provider shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the services 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.

8.3 The service provider shall affect the insurance necessary and indemnify the Bank entirely from all responsibility in this respect. Should any loss or damage occur, the service provider shall initiate and pursue claim till settlement and promptly make arrangements for repair and / or replacement of any damaged item, irrespective of settlement of claim by the underwriters.

8.4 The Bank 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 service provider .

9.0 PAYMENT TERMS

- i) No advance payment. On satisfactory performance, the rent will be paid by the Bank at monthly intervals on submission of necessary documents along with invoice of the same, subject to recoveries if any, on account of penalties as provided for in this document.
- ii) Payment shall be made by way of Electronic fund transfer and the bill will be paid by the Branch.
- iii) service provider should furnish details of the bank a/c no, IFSC code along with their invoices.
- iv) Except GST on hiring of the vehicle, all other taxes/ charges/ fees prevailing as of now or in future will be paid by service provider . The all-inclusive monthly rent payment and payment

of distance covered in excess of stipulated kms will be made after completion of the month. Kilometers will be counted from the base branch and the driver will maintain log for movement.

- v) The service provider will mention PAN Number GST Number in the invoices. TDS will be deducted from the proceeds of the bills as per rules.
- vi) **GST as applicable shall be paid extra** and the same shall be clearly shown in the invoices.

10.0 SECURITY DEPOSIT

10.1 The service provider will have to pay security deposit of Rs.30,00,000.00 per vehicle or a financial guarantee of the same amount to the Bank for the period of contract as per Bank's Financial Guarantee format. The guarantee or the deposit will be appropriated by the Bank if the service provider fails to deliver the services.

10.2 The total security deposit amount shall be refunded without interest to the contractor 30 days after the end of contract period, provided he has satisfactorily delivered all the services in accordance with the conditions of the contract.

10.3 During the contract period, all compensation or other sums of money payable by the service provider 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 service provider on any account whatsoever.

10.4 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.

11. PENALTY CLAUSE:

In case of delay in deployment and non-satisfactory services during the contract period, the following penalties will be applicable and will be adjusted against the bills payable or Security Deposit retained by the Bank as per following:

Sno	Type of Defective Service	Penalty Amount / LD
1	If the deployment is delayed beyond the stipulated period in the tender for reasons attributable to the bidder	Will not be allowed to participate in SBI future tenders
2	Any delay in operation or unavailability of services caused on account of the Vendor	Rs. 5000/- per day
3	In case services of Mobile ATMs are not available to the Bank for more than one day on account of the vehicle or other equipment e.g. UPS, air-conditioner etc due to avoidable reasons. the vendor will have to pay	Rs. 5000/- per day
4	Damage to Bank's property, equipment or injury to Bank employees on account of negligence on the part of the service provider or his workmen	service provider to rectify at his cost and risk and make good the losses or actual Cost of repair or replacement will be recovered from the service provider by Bank
5	Fines, penalties imposed by Police, RTA for non compliance or violation of traffic rules, accidents, third party claims, damage to public property, third party etc	service provider is fully responsible and shall pay the fine or compensate directly to the respective authority or third parties

12.0 SUBCONTRACTING

The whole of the works included in the contract shall be executed by the service provider and the service provider 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 Bank 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

13.0 OTHERS:

13.1 All the services required by the Bank has to be done in the best and most professional manner with materials of the best and approved quality of the respective kinds

13.2 Should the mobile Van activity be suspended by reason of rain, strike, lock-outs or any other cause, the service provider shall take all precautions necessary for the protection of the equipment supplied by Bank like ATM, Network equipment etc by properly covering them with suitable covers and at his own expenses shall make good any damage arising from any of these causes.

13.3 When the Bank observes that the Services provided by the service provider is not satisfactory or violative of safety protocols etc, the service provider shall be issued a suitable advise to rectify the same, within a reasonable time frame. If the contractor could not rectify the things within the time frame given, the Bank reserves the right to cancel the order.

14. VARIATION IN QUANTITY

Bank reserves the right to order more number of Mobile vans than what is mentioned in this tender (at the same rate and terms and conditions) either at the same locality or other location as per the operational requirements within the validity of this tender.No such variation constituting increase in number of vehicle shall vitiate the contract.

15.0 COMPLIANCE OF STATUTORY REGULATIONS

15.1 The service provider 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 Police, Municipal Authorities, RTA etc. Any problem arising out on account of police, Transport Authorities or other agencies shall be dealt with by the firm/ owner at his own risk, responsibility and cost. The Bank will not be responsible for any consequences arising out of these. The Bank will not entertain any claims for compensation/ charges other than monthly rent.

15.2 The service provider shall indemnify the Bank against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any 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 service provider shall defend all actions arising from such claims 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.

15.3 The service provider 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.

15.4 The service provider shall keep the Bank saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen.

16.0 SAFETY CODE: The Safety Code has to be observed by the service provider as under:

1. There shall be maintained in the vehicle- first aid appliances including adequate supply of sterilizers, dressings and cotton wool.
2. The injured person shall be taken to a public hospital without loss of time in case where the injury necessitates hospitalization.

3. The service provider and the person engaged by has to comply Motor vehicle act and bound to follow all safety measures accordingly.

4. The service provider will ensure that all types of safety measures as advised by Government are taken care of during the performance ofwork.

5. All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding.

6. All necessary personal safety equipment as considered adequate by the vehicle in charge should be kept available for the use of the persons employed and maintained in a condition suitable for immediate use; and the service provider should take adequate steps to ensure proper use of equipment by thoseconcerned.

17.No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is issued by the Bank. 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.

18.0 For terms and conditions not covered herein above, the decision taken by the Bank will be binding on both the parties.

Date:

Place:

Signature and seal of the Bidder

Annexure 1: Details of the bidder(to be submitted in his letter Head)

No	Name of the applicant/organization	
1	Full Postal Address of theFirm/Company ContactDetails (i) Phone No. (ii)Mobile No. (iii)Fax No. (iv) E- mail address.	
2	Year of establishment Please enclose documentary evidence	
3	Constitution of Firm Enclose certified copies of documents as evidence.	Sole proprietorship/ Partnership /Private Ltd. / Ltd. Co. / Any other (Please specify)
4	Name of the Proprietor/Partners/Directors of the organization/firm Enclose certified copies of document as evidence.	
5	Name of Authorised signatory (Enclose letter of authorization)	
6	Mode of Authorization Enclose certified copies of document as evidence	Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other (Please specify)
7	Details of registration-whether partnership firm, company, etc. Name of registering authority, date and registration number (Note: partnership firms not registered with the appropriate authority need not apply), if any Enclose certified copies of document as evidence.	
8	Whether empanelled with Govt. /Semi Govt./Banks or any other Public Organization and if so, since when? (Enclose certified	

	copies of document as evidence). i. Name of Organization No. & Date of Registration ii. Name of Organization No. & Date of Registration iii. Name of Organization No. & Date of Registration	
9	No. of years of experience in the field and details of work in any other field.	
10	Yearly turnover of the organization during last 3 (Three) years (year wise) and furnish balance sheet and Profit & Loss A/c. for the last 3 years.	
11	Bank's Solvency Limit (Please enclose latest valid Solvency certificate from the Banker)	
12	Goods & Service Tax (GST) No. PAN No. (Income tax) Enclose certified copies of document as evidence Please enclose documentary evidence	
13	Details of similar works in operation/completed	
14	Details of Key Personnel Permanently employed.	
15	Other infrastructural information to be used/referred for this work.	
16	Furnish the names of -3- responsible persons along with their designation, address, telephone no., etc., for whose organization, you have completed / in operation for similar jobs and who will be in a position to certify about the Performance of your organization.	
17	Whether any Civil Suit/litigation/arbitration arisen in contracts executed during the last 10 years. If yes, please furnish the name of the Bank, nature of work, contract value, work order and brief details of litigation. Give name of the Court, place, and status of pending litigation.	
18	Information relating to whether any litigation is pending before any court of law or any quasi judicial authority or Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
19	Please mention whether your any relative(s) is (are) working in the State Bank of India with the name, relationship, address etc.	
20	Registration details for the EPF/ESI and the Labour License details under the Labour Contract Act.	

Signature with seal and date of the Tenderer

Annexure 2:

List of clients whose work has been undertaken/in operation for last 3 years (copy of work orders to be attached)

Sno	Name of the Client, Location, and Name and Mobile No. of Contact Person	Details of Similar work executed with any financial institution / Nationalized Bank etc.	Number of Employees engaged & type of vehicle used	Contract Value (Rs.)
1				
2				
3				
4				

Note: State Bank of India may make telephonic or written inquiries about the work done, including satisfaction of the client, and May also visit the client sites. Service provider should note that by providing the names of the clients in this form, they are authorizing SBI to make inquiries about them with those clients.

Name and Signature of the Authorized Representative

Date:

Place:

Annexure 3: Minimum requirements of Materials & Maintenance and Specifications to be submitted by the Bidder

S No.	Required Specifications	To be specified by the Vendors
1	Vehicle Make & Model No Vehicle should be like TATA 407 or equivalent or higher	
2	UPS Make UPS Model No	
3	DG Set Model No	
Bill of Material		Yes/No
Tata 407 EX (Cabin & Chasis), BS (VI) or equivalent		
Vehicle Fabrication work		
ATM		
GPRS Router		
UPS with Heavy Battery Set (10Hour Requirement)		
GPS / Tracking Device		
CCTV / Burglar Alarm System		
Vehicle immobilizer		
Genset		
AC		
Other components		
Bidder to indicate each component name, make, model with inbuilt warranty period		
Fabricating Body		
Heavy Duty Tubular Structure.		
20 SWG Imported Colour Coated G.I. Sheets For Exterior, And ACP Sheets For Interior.		
Marine Ply Covered With Vinyl For The Flooring.		
Provision To Keep ATM Machine, UPS With Batteries, Portable Generator Set.		
Electrical Fittings like Tube Lights and Fans.		
Providing One Door At L.H Side, And One Flap For The ATM Machine, Folding Steps Will be Provided.		
Wooden Furniture Like Tables & Chair Will Be Provided.		
Providing Folding Awning Shade Will be Provided at L.H Side Of The Vehicle		
Accessories Like Sun Visor, Rear View Mirrors, Centre Mirror, Mud Flaps, Height Indicator Lights, Side Signal Lights, Fire Extinguisher Etc		
Complete Vehicle Insulation With 38 mm Thermacol & Hitlone To Avoid Transfer Of Heat.		
Complete Vehicle Will Be Painted With P.U. Paint As Per Desired Shade.		

Declaration:-All the terms & conditions, Technical Requirements etc. mentioned in this Tender are acceptable to us.

(SIGNATURE OF AUTHORIZED SIGNATORY) NAME:

SEAL OF THE FIRM

PLACE:

DATE:

Note: Please upload all the Annexure with relevant supporting documents duly self-attested in the online portal

FINANCIAL BID
Price Bid (To be quoted online)

Description of item	Unit	Qty	Charges per month (Rs) (exclusive of GST)
Hire charges of vehicle along with all required facility and fabricated to provide Mobile ATM facility as per Bank's requirement as detailed in technical bid with skilled driver (The all-inclusive monthly rent payment and payment of distance covered in excess of 2000 kms will be made after completion of the month) Kilometres will be counted from the base branch and the driver will maintain log for movement as per actual quoted rates.	Per month	1	
Quote for additional kms (Additional Kms amount will be paid after completion of 1 year period if it exceeds 24000 Kms)	Per Km	1	
Total Amount			

Note:

The rate quoted shall be firm and shall include costs of the mobile van, all equipment, materials required by the Bank, Maintenance charges, Road taxes, Salary, Perks and allowances for the man power deployed as per Bank requirement, all type of Insurance Charges, Housekeeping charges, overheads, profit, statutory expenses, incidental charges and all related expenses to successful deployment and delivery of the services etc.

Name and Signature of the Authorized Representative:

Place:

Date: