



**SBI INVITES TENDER FOR PROPOSED COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
OF WINDOW/SPLIT AIR-CONDITIONERS/HIDEAWAY UNIT OF DIFFERENT CAPACITY INSTALLED
AT
STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, BHAVNAGAR**

TECHNICAL BID (COVER-A)

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

DATE : _____





NOTICE INVITING TENDERS

SBI invites Two Bid System (Technical Bid-A , Price Bid-B) tender through e-tendering process from the **AC Empanelled vendor of Ahmedabad Circle under Catagory up to 5.0 Lakh and above having their office must be at Bhavnagar, Ahmedabad & Rajkot** for proposed annual comprehensive maintenance contract of window/split/ Hideaway unit air-conditioners installed at State Bank of Institute of Learning & Development, Bhavnagar

The details of tender are as under:

S. No.	Description	
1.	Name of work	Comprehensive Annual Maintenance Contract of window/split/ Hide Away Unit air-conditioners installed at State Bank Institute of Learning & Development, Bhavnagar
2.	Nature of Work	AMC OF AIRCONDITIONING WORK
3.	Time allowed for completion	NA
4.	Earnest Money Deposit	NA
5.	Initial Security Deposit	NA
6.	Total Security deposit	Interest free total Security Deposit of 5% of the tender amount to be deposited by the successful tenderer in the form of Demand Draft/Banker's Cheque drawn in favour of State Bank of India, Payable at Ahmedabad which will be returned to the contractor after expiry of the contract period.
7.	Start and end date for downloading of tender documents form Bank's website	29-12-2021 to 07-01-2022 at www.sbi.co.in under<Link>procurement news.
8.	Last date & time for submission of on-line technical bid and online Sealed Price Bid	07-01-2022 by 12:00 PM
9.	Address at which Process compliance form has to be submitted.	The Director STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, " VALLABHI", Plot no.2293, Hill Drive, Bhavnagar-364002
10.	Date and time of opening of technical bid & Online sealed Price Bid at SBI address mentioned at Sr. No.9	07-01-2022 at 12:30 PM
11	E-Tendering will be conducted by our approved e-tendering consultant	Primary Contact Numbers 9081000427, 9904407997 Nandan Valera +91 - 90810 00427 Nandan.v@eptl.in



		Fahad Khan	+91 - 99044 06300 Fahad@eptl.in
		Dinesh Bagresha	+91 – 9510812960 Dinesh.bagresha@eptl.in
		Devendra R	+91 – 95108 12971 Devendra.r@eptl.in
		Nikhil Khalas	+91 - 93745 19729 Nikhil@eptl.in
		Sujith Nair	079-68136857, sujith@eptl.in
		Jaymeet Rathod	079- 68136829, jaymeet.rathod@eptl.in
		Vinayak Khambe	079-68136835, vinayak.k@eptl.in
		Nadeem Mansuri	079-68136853, nadeem@eptl.in
		Hemangi Patel	079-68136852, hemangi@eptl.in
		Kanchan Kumari	079-68136820, kanchan.k@eptl.in
		Anshul Juneja	079-68136840, anshul.juneja@eptl.in
		Salina Motani	079-68136831, salina.motani@eptl.in
		Devang Patel	079-68136859, devang@eptl.in
		Alternate Contact No	Mr. Udit: - 079-68136856, +918849722625,
12.	Liquidated Damages	0.50% of contract amount per weeks subject to max. 5% of contract value or final bill value.	
13.	Rates	<p>Rates quoted shall be inclusive of all existing & future (including variation) taxes, duties, levies, royalties, transportation, other incidental charges, WCT etc. PVA & PVA Clause shall not be applicable.</p> <p>Note: GST will be paid Extra as per Applicable norms.</p> <p>If any tenderer puts any condition/anything/any taxes extra over and above their quoted rates the tender shall be summarily rejected.</p>	
14.	Defects liability period	NA	
15.	Validity of offer	NA	
16.	Value of Interim Certificate	NA.	



17.	Insurance	The contractor shall obtain all necessary insurance policies as per the governing laws applicable at the centre & shall be required to produce the original policy of Insurance & receipt of the premium as applicable in the matter to the Architect/Bank.
18	Tenders can be downloaded from the bank's website www.sbi.co.in (link) <SBI In the news <Procurement News>. It shall be responsibility of the contractor to timely submit the technical and financial bid. SBI, in no case shall be responsible for site issues/ delay in tender submission.	
19	The contractor shall read and understand each page of the tender document thereby ensuring the number and sequence of all pages.	
20	No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before submission of final quote, else their bid will be rejected.	
21	The SBI reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.	
22	Tenders received without Process compliance form shall be summarily rejected and such tenders shall not be allowed to participate in the Price bid process/ rejected/ not considered.	
23	In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.	
24	SBI has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.	
25	The Bank will place order as per its requirement and quoting minimum rate for any category does not provide any guarantee for receiving order for that item by the firm who quotes lowest rates.	
26	Bank reserves right to cancel any / all tender sat any stage without assigning any reasons.	
28	The Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other condition if his tender is accepted in parts.	
29	In case the date of online tendering is declared as a holiday, the online tendering will be conducted on the next working day at the same time.	
30	SBI reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. For any clarification regarding E-Tendering procedure, System requirements etc please contact M/s E-Procurement Technologies Limited, Ahmedabad, whose address is mentioned in the NIT.	
31	It is vendor's/supplier's responsibility to be well prepared and get ready with E-Tendering procedures & well equipped with all requirements. SBI will not take any responsibility of delay in submission due to EMD, slow internet connectivity, system failures etc.	

Yours Faithfully,

Assistant General Manager (SBILD)



S No	List of SBIIMS, Ahmedabad empanelled contractors for supply and maintenance of ACs up to Rs.5.0 Lakh
1	M/s MD Aircon, A-116, Ashwamegh Complex, Opp. Sayaji Vihar Club, Raj Mahal Road, Vadodara-390 001, PH-02652427082, e-mail:mdaircon@gmail.com
2	M/s Optr Power System, 22, S.G. Mall, Opp. Home Town, Thaltej, Ahmedabad-380 059, PH-07926880212, e-mail-optrapowersystem@gmail.com
3	M/s Power Control, 503, Ashwamegh Elegance, Bhudarpura Rd., Nr Kalyan Jewelers, Ambawadi, Ahmedabad-06, PH-07940022404, e-mail-info@powercontrol.com
4	Patel Electricals 1/A Aastha Complex, Nr. Sanskarmandal Chowk, Talaja Road, Bhavnagar. Ph: 0278-2225584, (M)9374754747,9825088095 Email: patelectricals55@gmail.com
5	Prince Enterprise 60, Maruti Plaza, Nr. Vijay Park BRTS, Sardar Chowk Road, Krishnanagar, Naroda, Ahmedabad. (M)9979861449,9979859049 Email: princeenterprise18@gmail.com

S. No.	List of SBIIMS, Ahmedabad empanelled contractors for supply and maintenance of ACs up to Rs.20.0 Lakh
1	M/s Pranam Technologies., A-405/406, 4TH Floor, Neel Kanth Palace, 100 Ft, Anand Nagar Road, Opp. Seema Hall, Satellite, Ahmedabad-380015 PH-07926933579 e-mail: pranamhvac@gmail.com
2	M/s Foram HVAC, G-11, Kavita Complex-B, Times of India Road, Nr. Shyamal Cross Rd., Satellite, Ahmedabad-380 015, PH-07926730218, e-mail-foramengg@gmail.com
3	M/s HCP Enterprise, A-8, Someshwar Tenament, Nr. Nishan School, Ranip, Ahmedabad-382480, m-9979775742, e-mail-hcpenterprise@gmail.com
4	Cool Air Enterprise Opp. 13 Ramnathpara, Garud Garbi Chowk, Rajkot-360001, (M)9426165786, Email: coolair52@gmail.com
5	Sharda Refrigeration Shop No-35, Suryadarshan Complex, Opp. Tanna Travels, Rubber Factory Circle, Bhavnagar-364001, Ph: 0278-2510479, (M)9426261853 Email: thomasvyas@yahoo.co.in
6	Real Enterprise First Floor, 104-Panchshil Plaza, Kotechanagar Main Road,Nr. Kotecha School, Off. Amin Marg, Rajkot-360005, Ph: 0281-2474753, 2474759, (M)9825189029, Email: realenterprise97@gmail.com
7	Milestone Engineers 6, Ground Floor, Binali Complex, Opp. Torrent Power Sub Station, Nr. 132 Feet Ring Road, Naranpura , Ahmedabad-380013, Ph: 079-27456155, (M)9727773330, Email: care@milestoneengineers.com
8	System Designing 102, Aagam Complex, Nr. Pratapkunj Busstand, Vasna, Ahmedabad-380007 Ph:-07926631673, (M)9825024651,7600880736 Email: sdesign_trs@yahoo.com
9	Himanshu Sales 15, Binali Complex, Naranpura, Ahmedabad Ph-079-40070200, (M)9924464218, Email: himanshusales15@gmail.com
10	Relax Air, Premier Shopping Centre, Opp. Syndicate Bank, Mirzapur Road, Ahmedabad, Mob:9824216799, Email:relaxair_9824216799@yahoo.in



FORM TENDER

To,
The Director,
State Bank of Institute of Learning & Development,
“ VALLABHI”, Plot no.2293,
Hill Drive,
Bhavnagar-364002

Dear Sir,

Having examined the detailed scope of work and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with the detailed scope of work and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

Description of work	Annual comprehensive maintenance contract of window/split air-conditioners/ Hide Away Unit (as per list enclosed) installed at State Bank of Institute of Learning & Development, Bhavnagar
Earnest Money	NA
Total Security deposit	Interest free total security deposit of 5% of the tender amount during the contract period. The TSD will be returned to the contractor after completion of the contract period.
Time allowed for completion of the Works from the date of written order or date of handing over of the site (whichever is later) to commence the work	Immediately after issue of written work order.

I/We have deposited a sum of --- as Earnest Money with the SBI. which amount is not to bear any interest. Should I / We fail to complete the formalities or execute the Contract when called upon to do so I/ We do hereby agree that this sum shall be forfeited by me/us to SBI.



1) Our Bankers are: i)

ii)

The names of partners of our firm are: i)

ii)

Name of the partner of the firm Authorized to sign

Or

(Name of person having Power of Attorney to sign the Contract.)

(Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

i)



SBI reserves the right to accept / reject any or all of the quotations without assigning any reason what so ever. Unrealistic prices quoted by the bidder would debar them from being considered for this and future contracts by this office. Tender submitted without a valid earnest money shall be disqualified.

The right is reserved by the SBI to revise or amend the tender documents prior to the date notified for submission of the tender. The addendum or corrigendum shall be notified/published at Bank's Website. Bidders are advised to look at Bank's website regularly for any such addendum/corrigendum.

The Earnest Money will be refunded without any interest to all the unsuccessful tenders after the award of the work subject to the relevant provisions in the tender documents. Any false information furnished by the contractor shall lead to the forfeiture of the earnest money.

Applications are liable to be summarily rejected due to incomplete, incorrect information. SBI's decision shall be final and binding on the bidders.

Sealed envelope of process compliance form super scribed as "AMC for Window/Split /Hideaway Unit Air Conditioners" should be addressed to:- The Director, State Bank of Institute of Learning & Development, " VALLABHI", Plot no.2293, Hill Drive, Bhavnagar-364002

and must be submitted by due date and time of submission date. Tenders received thereafter will not be considered. Authorized representatives of company may be present at the time of opening of Technical Bid.

The contractor shall not be entitled for any compensation for loss suffered by hindrance on account of delays in commencing, executing the work, whatever the cause for such delays.

Assistant General Manager (SBILD)



Description of AC	Capacity of AC Units in Tonnage (TR)	No. of Units
Window ACs	1	----
	1.5	----
	2	----
<i>Sub Total</i>		
Split ACs	1	----
	1.5	43
	2	04
Hideaway Unit	5.0(Ductable AC)	03
	7.5 (Ductable AC)	03
<i>Sub Total</i>		
G. TOTAL		

(No. of AC units are tentative which may increase or decrease).

(The above quantities are indicative vendor should ascertain the capacity, Make and quantity of AC system installed at site before submitting online price bid)



Annexure-I

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

In construing these conditions and specifications, schedule of quantities and contract agreement, the following works shall have the meaning herein assigned to them except where the subject or context otherwise requires:

- a) SBI shall mean State Bank of India.
- b) "Employer/Owner" means The State Bank of India, Ahmedabad- 380 001 on whose behalf tenders are invited and includes its legal representatives.
- c) "Contractor" means the person or persons, firm and company whether incorporated or not, employed as contractor by the Employer for undertaking the work and shall include Contractor's representatives, successors, legal heirs and permitted assigns.
- d) "Contract" means the documents forming the tender and acceptance those of and the Contract Agreement between the State Bank of India and the contractor, if executed together with the documents referred to therein including the terms and conditions, general and special specifications/conditions, designs, financial bid, schedule of quantities and instructions issued from time to time by the consultant/SBI Officer in-charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another
- e) "Contract Price" means the sum named in the Letter of Acceptance subject to such additions or deductions there from as may be made under the terms of the Contract.
- f) "Works" means the work to be executed in accordance with the contract.
- g) "Temporary Works" Means all temporary Work of every kind required for the execution of the works by the contractor.
- h) "Specifications" means the specification annexed to or issued with the tender and any modification thereof or additions thereto as may be from time to time furnished or approved in writing by the Consultants/Employer.
- i) "Approved" means approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid,
- j) Witten notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice or through email.
- k) Bidder shall mean the firm who participates in the tender and submits its Bid. Bid/ Proposal shall mean the Bid submitted by the Bidders in response to this tender

Name of Bidder/Co. Name:

Signature of Bidder with Seal



- l) Successful Bidder: The Bidder who inter alia meets the following requirements
 - i. meets the Technical and Financial criteria;
 - ii. whose Bid Proposal are acceptable to the SBI and
 - iii. adheres / consents to all other conditions laid by SBI.

2. SINGULAR AND PLURAL
Words importing the masculine gender or singular number shall also include the feminine gender and plural and vice versa where the context so requires.

3. The consultant, if appointed by SBI, shall be the owner's representative. The consultant shall periodically visit the site to familiarize himself generally with the progress and the quality of the work and to determine in general if the work is proceeding in accordance with the contract document During such visits and on the basis of his observation while at the site he shall keep the owner informed of the progress of the work shall endeavor to guard the owner against defects and deficiencies in the work of the contractor and he shall condemn work which fails to conform to the Contract Document. He shall have authority to stop the work whenever such stoppage may be necessary in his reasonable opinion to ensure the proper execution of the contract.

4. The number of AC units to be covered under AMC may increase or decrease during the period of contract.

5. During the period of contract the vendor company will be responsible for proper and consistent functioning of all the air conditioners.

6. In case any machine goes out of order, the repair work should be carried out by the vendor company in the premises of installation. Only such work, which cannot be executed in the premises of installation will be allowed to be carried out in the workshop of the company with the prior permission of SBI for which no extra charges like cartage etc. will be paid. The maximum period for repair at workshop shall be of 48 hrs (2 days). Beyond the stipulated period a penalty of Rs. 500.00 per day shall be imposed and shall be recovered from the bill/payments of subsequent month/s.

7. No advance payment will be made by the Bank. The quarterly maintenance payment will be made to the AMC holder on successful completion of each quarter (03 months) maintenance services and on submission of the bill in duplicate along with satisfactory report from the concerned deptt./ occupants on the quoted rates as approved by the SBI.

Name of Bidder/Co. Name:

Signature of Bidder with Seal



8. Bidder is advised to visit the site of AC installations before quoting the price.
9. The bidder is advised to acquaint himself with the job involved, examine site conditions, labour, power, water, material availability, transport, communication facility, environmental regulation, laws & bye laws of statutory bodies and collect all information that is necessary for preparing the bid and for entering into a contract. The cost of visiting the site and collecting information for the purpose of the bid shall be on bidder's account.
10. While submitting the quotation, the bidder will be deemed to have accepted, understood and accepted all the terms and conditions stated in this document and no change, whatsoever will be entertained by SBI
11. **The air- conditioners shall be taken over for AMC contract on "As-Is-Where-Is" installed basis. No payment will be given for the parts of Ac installed after acceptance of work order. The AMC of newly purchased ACs shall be considered/given in AMC only after expiry of warranty period.**
12. Dismantling/reinstallation of window/Split Air conditioner and cost of refrigerant Gas, insulated refrigerant piping, interconnection cables and drain pipe etc. shall be considered in the quoted rates of AMC;
13. The contractor shall ensure that all air conditioners are in proper working conditions throughout the contract period.
14. The approximate numbers of ACs to be covered under AMC are as per enclosed list. However, the exact nos./quantity may increase or decrease at the time of issuing of work order/during the contract period.
15. SBI reserves the right to give any or all the items in AMC. And also during AMC period, the item can be deleted/added.
16. **If any item become unserviceable, SBI may get it repaired/replaced at a maximum of cost of repaired/replacement of same or equivalent equipment from open market and the cost of the same will be deducted from the quarterly AMC payments.**
17. No interest will be paid on security deposit. The Security Deposite will be forfeited, if bidder withdraws his bid during the period of bid validity.

Name of Bidder/Co. Name:

Signature of Bidder with Seal



18. **BID SUBMISSION**

18.1 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 online portal 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 follow this time during bid submission. Bidder will be responsible for any delay due to other issues.

18.2 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.

18.3 The bidder shall submit the documents enlisted in the checklist in the NIT in the softcopy format. i.e 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.

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

18.5 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.

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

18.7 No claim for submission of offline bids will be entertained. Such bids will not be considered.

19. **PRICE BID: RATES QUOTED BY BIDDER**

19.1 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.

Name of Bidder/Co. Name:

Signature of Bidder with Seal



19.2 The rate quoted shall be firm and shall include costs of all materials, loading, transport, unloading, Installation charges, wastage of materials during execution, levies, Octroi(if applicable), local body taxes(if applicable), all type of Insurance Charges, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work etc..

19.3 Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work 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.

19.4 The GST shall be paid extra as applicable.

19.5 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.

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

20. OPENING AND EVALUATION OF BIDS

20.1 The online Bids will be opened at the office of the AGM(SBILD) office at Bhavnagar. 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.

20.2 In the two bid system, the technical bids will be opened at the scheduled time mentioned in the NIT. 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 the same day or on a subsequent date which will be intimated to the bidders.

21. 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.

22. PRELIMINARY EXAMINATION

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. 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.

Name of Bidder/Co. Name:

Signature of Bidder with Seal



23. **TECHNICAL EVALUATION**

23.1 Only those Bidders and Bids who 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.

23.2 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.

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

24. **EVALUATION OF PRICE BIDS AND FINALIZATION**

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

24.2 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).

24.3 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 quote shall, in no case, be higher than the previous quoted during their initial offer for the project. The L1 shall be decided on the basis of revised offers.

24.4 The process of online rebidding amongst the two or more contractors offering same rates shall continue till L1 bidder is discovered. If required, SBI shall conduct reverse auction to discover the L1 bidder.

24.5 In case, any of such contractors or all contractors (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 Contractor before acceptance by SBI and the EMD of such contractors shall be forfeited and they shall not be allowed to participate in the re-tendering process for the work.

25. **CONTACTING THE BANK:**

25.1 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.

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

Name of Bidder/Co. Name:

Signature of Bidder with Seal



26. **AWARD OF WORKS**

26.1 Bank will award the Contract to the successful Bidder whose Bid is the lowest evaluated Bid.

26.2 Bank reserves the right at the time of award of contract to increase or decrease the quantity of work and / or services from what was originally specified while floating the tender, without any change in unit price or any other terms and conditions.

27. **Bank's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

27.1 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 the Bank's action.

27.2 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.

27.3 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 PO within 15 days of receipt of the communication and to enter into an agreement with the Bank.

28. **INITIAL SECURITY DEPOSIT:NA**

29. **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 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.

30. Any bid received by the SBI after the prescribed date and time for submission will be returned unopened to the bidder.

31. The contract will be awarded to the bidder whose bid has been determined and found to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid of bill of quantity, provided further that the bidder has the capability and resources to effectively carry out the contract works.

Name of Bidder/Co. Name:Signature of Bidder with Seal



- 32. The contract is initially for a period of 12 months from the date of its award and may be extended for further period of 12 months on mutual consent on the same rates, terms and conditions.
- 33. SBI reserves the right to reject or to accept any quotation, in whole or in part, without assigning any reason what so ever.
- 34. SBI reserve the right to cancel the contract at any time in case of unsatisfactory services provided by the vendor during the currency of contract by giving 30 days' notice. SBI's decision shall be final in this regard and the security deposited will be forfeited.

Name of Bidder/Co. Name: Signature of Bidder with Seal

- 35. Selected contractor(s) will be responsible to obtain insurance of their employees at their own cost and submit the copy of the same to the bank.
- 36. Selected contractor should provide the all safety equipments like helmet, safety belt, shoes etc. to their technicians/helpers.
- 37. Any damage to the Bank's property will be recovered from the contractor.
- 38. Clarifications: All clarification regarding the purchase/bid should be sought in writing, from

AGM (P&E),
SBI, LHO, 3rd Floor,
Laldarwaja, Bhadra,
AHMEDABAD-380 001

Clarifications can be sought up to the last date of submission of tender.

Name of Bidder/Co. Name:

Signature of Bidder with Seal



OTHER TERMS & CONDITIONS OF COMPREHENSIVE CONTRACT

1. SCOPE OF SERVICE

The scope and nature of services to be provided by the contractor shall include scheduled preventive maintenance services which cover periodic and break down servicing, along with replacement of defective spare parts, including compressor and other consumables, if required during the contract period. The rate quoted for services shall also include the charges for routine maintenance service which shall include at least the following services:

Checking and servicing of the AC unit three times in a year

1. Checking operation of controls of the air- conditioners such as thermostat, relays, remote control etc.
2. Checking air flow through the supply air grill, return air grill, condenser
3. Checking operation of the drive motors and fans
4. Checking air temperature at supply air grill, return air grill, Inlet air condenser, outlet air from condenser
5. Checking Firmness of supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of air-conditioners etc. Anti-rusting Painting of the MS portion prone to rusting
6. Replacement of any component of air conditioners found defective after the above checks and tests.
7. Cleaning the condenser and evaporator coils with suitable detergent /chemical solution and flushing with high pressure jet of water.
8. Greasing of blower motors and all moving parts.
9. Cleaning of water coolers on weekly basis.
10. Quarterly servicing of all air-conditioners covered under comprehensive AMC. The quarterly service report duly signed by the Bank's officer in office building/occupants incase of residential building should be submitted to the Bank's engineer.

Attending to any breakdown call made immediately on receipt of verbal/written complaint at anytime on all days. The time for rectification of defect shall not exceed 2-3 hours in any case.

Providing a service unit, free of charges during the repair of AC unit in the workshop. Supply free of charges, of all the spares and materials including consumables, compressor, cooling and condenser coil, sheet metal part, front panel, grill, outer wrapper/casing etc. found defective and necessary for the unit for satisfactory operation.

The servicing and maintenance shall be carried out without disturbing the normal functioning of the office/after obtaining the prior permission from the occupants.

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The history sheet of servicing/breakdown repairing of each and every unit shall be maintained and submitted to the Bank's Engineer after every quarter or as and when asked by the Bank's Engineer. The copy of report shall be submitted along with the bill subsequent to the servicing activity.

2. DURATION OF CONTRACT

The contract would be initially for a period of 12 months from the date of commencement of work. It can be extended further for 12 months on the same terms and conditions subject to satisfactory performance of the contractor.

3. SECURITY DEPOSIT

The successful bidder shall pay interest free an amount equivalent to 5% of accepted bid amount on acceptance of tender, as Security Deposit. The amount cannot be utilized by contractor towards adjustment of any liability of the contractor.

In case of default on the part of contractor to perform and observe any covenant, conditions and provisions herein contained, it shall be lawful for SBI in its absolute discretion to forfeit the whole of the security deposit or a part thereof without prejudice to any other right or remedy that may be available to it against the Contractor under this agreement, for such breach.

The security deposit will be refunded only after satisfactory fulfillment of the contract. In case the contractor abandons the contract or leaves the contract unperformed, the Security Deposit is liable to be forfeited.

4. ATTENDING COMPLAINTS

The contractor shall provide services of an expert Mechanic & helper having knowledge and experience in the Checking and servicing of the AC units stated under-price bid on daily basis stationed at State Bank of Institute of Learning & Development, " VALLABHI", Plot no.2293, Hill Drive, Bhavnagar-364002 at any time on all days.

If the contractor fails to maintain the required manpower, SBI is empowered to deduct as penalty at the rates indicated below from their bill:

1. Mechanic Rs.1000/- per day.
2. Helper Rs. 500/- per day.

The contractor is also required to work on holidays/ Sunday in case of need for which no extra payment shall be made. Daily attendance and complaint register must be maintained and will be produced before the Department in charge/Estate Department. The contractor will submit bill once in a quarter reported with documentary proof for salary paid to their staff, which will be paid within seven days. The contractor shall be wholly responsible for theft, burglary, fire or any other mischievous done by his staff.

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5. UNSATISFACTORY PERFORMANCE

If the performance of the contractor is not satisfactory and he fails to attend the complaints in time as stipulated in the tender, fails to attend the complaint to any of the works as contained in the scope of work, recovery from his bills will be made. The decision of the SBI in respect of the magnitude of non-performance and its recovery thereof shall be binding on the contractor.

The contractor shall be responsible for the acts and deeds of its staff. SBI will in no way be responsible for violation of any applicable law, rules and / or other loss caused either by the contractor or its staff.

SBI reserves its right to recover from periodical payments to be made to the Contractor, any loss or damage that may be caused to the equipment, machinery, building or any other property of SBI by negligence or any other reason whatsoever by the Contractor.

The contractor shall be bound to maintain service record of complaints received and attended by his staff. The Staff will be under the control and supervision of the Contractor including their performance and discipline.

The Contractor shall be responsible to comply with the provisions of all the applicable laws and other enactments and amendments made thereto, from time to time and the labour laws as may be in force and applicable.

None of the staff of the contractor shall be liable to claim any sort of employment with SBI.

The Contractor shall ensure that the workmen employed are medically fit and in sound mind and health.

The contractor would ensure that his staff must have Identity cards to enter the premises of the SBI for due performance of duties.

SBI expects that contractor to ensure that his staff should maintain polite and courteous behaviour.

The contractor should ensure that his staff should not be under the influence of liquor or any other such substance while on duty and any damage caused by such of the contractor's employee will be borne by the contractor.

6. POLICE VERIFICATION AND COMPLIANCE OF SECURITY REQUIREMENTS:

The contractor will ensure that its staff must have Security Passes / Identity Card to enter the premises of the SBI to attend the duties.

The staff should be polite and courteous.

Name of Bidder/Co. Name:

Signature of Bidder with Seal



The contractor will ensure that his staff should not be under the influence of liquor while on duty and any damage to the SBI property will be borne by the contractor.

The contractor shall take out workman Compensation Policy covering all the workman and submit it to the SBI. This policy should be in the Joint name of SBI and Contractor. The insurance should cover the period of contract.

7. PAYMENT TERMS:

No advance payment will be made by the Bank. The maintenance services payment will be made on quarterly basis after deducting the TDS and other eligible taxes. The contract amount shall be inclusive of all taxes, levies etc. but excluding the GST.

No escalation shall be granted on any account over the rates quoted in the tender.

8. TERMINATION :

SBI would be at the liberty of terminating the agreement by giving the contractor a written notice of one clear month.

9. GENERAL INSTRUCTIONS:

All entries in Tender Documents must be made in English. They must be hand written in INK and must not be TYPED.

Contractors are requested to note that if they have got firms in different name, they should submit the quotations in the name of only one firm.

The tenderer shall bear all the expenses in connection with the submission of tender. All the pages of tender documents should be signed and stamped by the tenderer.

The tenderer whose tender is accepted is bound to execute a formal agreement with the SBI.

Name of Bidder/Co. Name:

Signature of Bidder with Seal



Agreement Form

THIS AGREEMENT made on this _____ day of _____ between The State Bank of India (hereinafter “the Purchaser”) of one part and “<Name of Seller>” (hereinafter “Contractor”) of the other part:

WHEREAS the Purchaser is availing the service for the maintenance of Window/Split Air conditioners and has accepted a bid by the Contractor for the services for the maintenance of Window/Split Air conditioners in the sum of _____ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESS THE AS FOLLOWS:

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz,

- ❖ The Conditions of Contract
- ❖ The Purchaser’s Award Letter
- ❖ General Terms and conditions
- ❖ Scope of work
- ❖ BOQ

Whereas the vendor has deposited DD of Rs/- (Rupees) with the SBI as security money for the performance of the agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. In consideration of the payment to be made to the vendor as herein provide he shall upon & subject to the said conditions execute and complete the work shown upon the said conditions and schedule of quantities.
2. SBI shall pay the vendor such sums as shall become payable hereunder at the kinds and in manner specified in conditions.
3. The said conditions shall be read and form part of the agreement and parties will hereto respectively abide by/submit themselves to the conditions and stipulation and perform the agreement on their part respectively as contained in such conditions.
4. It is also agreed that SBI may in the event of termination of contract as provided herein, having regard to exigencies of matter, arrange maintenance/repair/replacement of parts etc. in discretion from any other source/agency from the date of notice. In the event of termination of contract for non-satisfactory performance of the contract, the security

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deposit made by contractor shall stand forfeited. SBI is not liable to pay any interest on the security deposit made by the contractor.

5. The Annual service contract includes preventive maintenance service during the year and any nos. of breakdown calls.

6. All the disputes arising out of or in any ways connected with this agreement shall be deemed to have arisen in Ahmedabad & only in the Courts in Ahmedabad shall have jurisdiction to determine the same.

7. The contract has been carefully read by us and fully understood by us.

8. The agreement is for period of _____ from _____ to _____ for Rs. _____ per annum (excluding GST).

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day, month and the year first above written.

Signed, Sealed and Delivered for "The State Bank of India" by it's constituted Attorney		Signed, Sealed and Delivered for _____ by it's constituted Attorney	
Signature	Signature	Signature	Signature
Name	Name	Name	Name
Designation	Designation	Designation	Designation
Address	Address	Address	Address
Company	Company	Company	Company
Date	Date	Date	Date
Company Seal	Company Seal	Company Seal	Company Seal
Witness I		Witness II	
Signature	Signature	Signature	Signature
Name	Name	Name	Name
Designation	Designation	Designation	Designation
Address	Address	Address	Address
Company	Company	Company	Company
Date	Date	Date	Date

Name of Bidder/Co. Name:

Signature of Bidder with Seal



PART-B:ONLINE PRICE BID: (NOT TO BE FILLED BY CONTRACTOR)

Description of AC	Capacity of AC Units in Tonnage (TR)	No. of Units	Annual rate of comprehensive AMC per unit	Total Annual Amount (₹)
Window ACs	1	----		
	1.5	----		
	2	----		
<i>Sub Total</i>				
Split ACs	1	----		
	1.5	43		
	2	04		
Hideaway Unit	5.0(Ductable AC)	03		
	7.5 (Ductable AC)	03		
<i>Sub Total</i>				
G. TOTAL				

(No. of AC units are tentative which may increase or decrease)

(GST shall be paid extra at applicable rate as per actual)

Comprehensive Annual Amount for Complete AC system installed at SBILD, Bhavnagar :
Rs. _____

(GST shall be paid extra at applicable rate as per actual)

Note: i. Rate quoted should be as per detailed scope of work mentioned in the Technical Bid including repairing/replacement of all parts of complete unit (indoor / outdoor/Copper piping/Refrigerant/Plastic parts/Indoor and Outdoor fan motor, blade, repairing of remote control, replacement of compressor etc.).

Submitted by:

Name of Bidder/Co.Name:..... Signature of Bidder with Seal

Date: