NIT NO	AO/SEC/2023-24/001
DATE	25.09.2023



STATE BANK OF INDIA AO SECUNDERABAD

INVITES TENDERS

IN A TWO BIDS THROUGH E-TENDERING PROCESS

FOR

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR ALL TYPES & VARIOUS MAKES AND MODELS OF AIR

CONDITIONERS(/SPLIT/DUCTABLE/CASSETTE) AT AO SECUNDERABAD

FROM

THE LHO HYDERABAD EMPANELLED AC CONTRACTORS UNDER RESPECTIVE CATEGORY.

The Chief Manager HR & Admin, Secunderabad Administrative Office, 1st Floor, Bhagyodaya Buildings, Near Patny Circle, R.P. Road Secunderabad-50003

Email: cmhr.aosec@sbi.co.in
Contact: 9515114197

NOTICE INVITING TENDER (NIT)

The State Bank of India, AO Secunderabad, invites online sealed tenders for Comprehensive Annual Maintenance Contract (CAMC) for all types & various makes of Air Conditioners and the Details of tender are as under:

1.	Name of the work	Comprehensive annual maintenance contract for	
		all types & various makes and models of air conditioners at AO Secunderabad.	
2.	Period of contract	Two years. SBI will review the performance of	
		the contractor after completion of one year and	
		it will be renewed another one year subject to	
		satisfactory performance.	
3.	Quantum of Earnest Money	₹ 2000/- Drafts/BCs shall be in favour of " The	
	Deposit (EMD)	CM(HR & Admin), AO Secunderbad ,State Bank of	
		India, Hyderabad" Payable at Hyderabad. Or	
		EMD exempted for MSE bidders subjected to	
		submission of valid certificate in respective	
		category.	
4.	Availability of tender documents	From 25.09.2023 to 05.10.2023	
5.	Link for downloading of	Procurement News - SBI In the News (bank.sbi)	
	tender document from website	and SBI (etender.sbi)	
6.	Last date and time for submission of online tender	05.10.2023 by 3.00 P.M.	
7.	Date of opening of price bid	05.10.2023 at 3.10 P. M. (IST).	
8.	Address for submission of	The Chief Manager HR & Admin,	
	EMD/ MSE exemption	Secunderabad Administrative Office,	
		1 st Floor, Bhagyodaya Buildings,	
		Near Patny Circle, R.P. Road Secunderabad-50003	
		Email: cmhr.aosec@sbi.co.in	
		Contact:9515114197	
9.	Address of opening of tender	The Chief Manager HR & Admin,	
		Secunderabad Administrative Office,	
		1 st Floor, Bhagyodaya Buildings,	
		Near Patny Circle, R.P. Road	
		Secunderabad-50003	
		Email: cmhr.aosec@sbi.co.in Contact:9515114197	
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		not submit rejected. Th present duri would be op the bidder's	d of those firms / one EMD/ Exemption one continuous of EMD/ Exemption of Eidle ened even in the abstractives.	certificate shall be of Bidder may be s. However Bids sence of any or all
10.	Bidder Contact Details.	To be provid	ed as per application	n form
11.	For any queries or support in connection with the online tendering process, please contact our E-procurement	e-Procureme Dinesh Bagresha	ent technologies Lim <u>Dinesh.bagresha</u> <u>@eptl.in</u>	95108 12960
	solutions agency	Devendra R	Devendra.r@eptl. in	95108 12971
		Nandan Valera	Nandan.v@eptl.i n	90810 00427
		Fahad Khan	Fahad@eptl.in	99044 06300
		Nikhil Khalas	Nikhil@ept.in	93745 19729
12.	Quantum of Security Deposit	5% of the annual contract value in the form of Demand Draft/ PBG with a validity of 15 months.		
13.	Terms of payment of Bills	The amount of CAMC will be paid on quarterly basis after successful completion and the satisfactory service during the quarter of service		
14.	(Penalty clause) Liquidated Damages	Speficied in NIT		
15.	Validity period of the tender.	Three (3) Mo	onths	
16.	Eligible Taxes	A) Income Tax will be deducted at source as per Govt. Guidelines.		
		B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following; 1. Contractor should have GST Registration Number		
		2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision3. In case of Correction in the bills after scrutiny,		
		payment	or should submit fres : or should timely file	

		accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor 5. The GST Number of State Bank Of India For Telangana State -36AAACS8577K1ZQ
17.	Electronic Payment	Payment shall be made by way of Electronic fund transfer and the bill will be paid by Bank . Firm should furnish details of the bank, a/c no, IFSC code.
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. Bank has the right to accept/reject any/all tenders without assigning any reasons.		

Chief Manager (HR & Admin), AO Secunderabad

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work

Comprehensive Annual Maintenance Contract (CAMC) for all types & various makes and models of ACs. The Scope of work includes Repairs / Replacement of Compressor, Repair/Replacement of Fan motors, Repair/ Replacement of Electrical parts, Repair/Replacement of condenser coil and Evaporator coil, Gas charging required during the service. All replaced parts make shall be of their respective brands. All the complaints to be attended during the contract period round the clock. The ACs are to be maintained and during handing over the site to SBI/ other agency all ACs should be handed over in good running condition.

2.0 Tender Documents

- 2.1 The work has to be carried out strictly according to the conditions stipulated in consisting the following documents and the most workman like manner,
 - Instructions to tenderers
 - General Conditions of Contract Special Conditions of Contract
 - Additional Conditions for Electrical Installation Technical Specifications
 - Priced Bid
- 2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below:
 - Price Bid
 - Technical Specifications
 - Additional Conditions for Electrical Installation Special Conditions of Contract
 - General Conditions of Contract
 - Instructions to Tenderers
- 2.3 The tender documents are not transferable.
- 3.0 Site Visit: The tenderer must obtain himself on his own responsibility and his own expenses all information and data, which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc; The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 BID PREPARATION:

4.1 The Bidder is advised to inspect the site and satisfy himself on his own responsibility and his own expenses for related data which may be required for the purpose of preparation and submission of their bids:

4.2 The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid.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. SBI will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.
- 5.3 Depending upon the site conditions and the Bank's requirements, a pre-Bid meeting, if required, 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, 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.
- 5.7 **TENDER FEE: NA**

6.0 EARNEST MONEY DEPOSIT (EMD):

- 6.1 The Bidder shall submit, as part of its Bid, an EMD as stipulated in the form of Demand Draft or Banker's Cheque in favour of as mentioned in the NIT drawn on any Bank in India. EMD in any other form other than as specified above will not be accepted. Bid not accompanied by the EMD/ valid MSE certificate as above shall be rejected. No interest will be paid on the EMD.
- 6.2 The EMD of the unsuccessful Bidder shall be refunded soon after the decision to award the contract is taken.EMD of successful Bidder will be retained as a part of security deposit. EMD will be returned by Bank if entire 3% annual contract value is submitted by contractor as a single DD.
- 6.3 The EMD shall stand absolutely forfeited :- Signature of the Contractor

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

(or)

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

(or)

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

(or)

- d. the bidder fail to commence the works within the stipulated time.
- 6.4 If the tendering process is delayed for any reason, the Bank will insist on the revalidation of the DD and the bidder has to get it revalidated and submit again.

7.0 BID SUBMISSION

- 7.1 Only those bidders satisfying the eligibility criteria given in the NIT need to apply. Tenders should be submitted 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.
- 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. Claimingignorance 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 NITin the 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 **TechnicalBid 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 No claim for submission of offline bids will be entertained. Such bids will not be considered.

8.0 PRICE BID: RATES QUOTED BY BIDDER

- 8.1 The contractor shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid for the works and the rates/ amounts stated in the schedule of quantities and / or the schedule of rates and amount as provided covering all his obligations under the contract and all matters necessary for proper completion of the works expected in this document.
- 8.2 The rate quoted shall be firm and shall include costs of all materials, loading, 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..
- 8.3 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.
- 8.4 The GST shall be paid extra as applicable.
- 8.5 Rate Revision in the contract amount is not permitted during the validity period of the contract for any reason including during the extended period, if any.
- 8.6 Any request for review of the price bid after the bid opening will not be entertained.

9.0 OPENING AND EVALUATION OF BIDS

- 9.1 The online Bids will be opened at the office of the AGM(PR) officeat 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 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.

9.3 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.

10.0 PRELIMINARY EXAMINATION

- 10.1 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.
- 10.2 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.

11.0 TECHNICAL EVALUATION

- 11.1 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.
- 11.2 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.
- 11.3 The tenders must be unconditional. Conditional tenders leading to unknown / indefinite liability may be summarily rejected.

12.0 EVALUATION OF PRICE BIDS AND FINALIZATION

- 12.1 Only those Bidders who qualify in Technical evaluation would be shortlisted and the online price bid submitted by the bidder will be opened.
- 12.2 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).
- 12.3 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.
- 12.4 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.
- 12.5 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 retendering process for the work.

13.0 CONTACTING THE BANK:

- 13.1 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.
- 13.2 Any effort by a Bidder to influence Bank in its decisions on Bid evaluation, or contract award may result in rejection of the Bid.

14.0 AWARD OF WORKS

- 14.1 Bank will award the Contract to the successful Bidder whose Bid is the lowest evaluated Bid.
- 14.2 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.

14.3 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 the Bank's action.

- 14.4 The acceptance of a tender rests with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.
- 14.5 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the PO within 15 days of receipt of the communication and to enter into an agreement with the Bank.

15.0 INITIAL SECURITY DEPOSIT:NA

16.0 SIGNING OF CONTRACT DOCUMENTS

The successful Bidder shall be bound to execute the Agreement within 15 days from the receipt of intimation of acceptance of his Bid by 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.

17.0 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

- 18.1 All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by Bank during the execution of the work and to his entire satisfaction. The Contractor shall use only products bearing ISI marking in the work for those materials for which no makes are mentioned in the tender.
- 17.2 No refurbished, second hand and spurious materials should be used. If required, the contractor has to submit the details of the source of his purchase of materials to Bank. Bank reserves its right to enquire and collect data from the supplier to confirm the authenticity of the materials. Bank has the right to stringent action against the contractor, as deemed fit, in addition to suspend / cancel the contract.

- 17.3 Contractor should get approval of the samples of materials in advance with Bank's Engineer before use of the same in the work. Should be contractor desire to substitute any specified materials with "Equal" or "Other approved" etc., he/they must obtain the specific approval of the Bank in writing for any such substitution, well in advance.
- 17.4 Samples of all materials to be used must be submitted when so directed by Bank. If required, the contractor shall have to carry out tests on materials in approved materials testing laboratories or as prescribed by Bank at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges, transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account will be entertained.
- 17.5 If the contractor has used any material which is not complying with the specifications, or the workmanship is bad or the material used is substandard or second hand etc, Bank shall during the progress of the work have power to order the removal and substitution of the material or proper re-execution of the work within a reasonable time. In case the contractor refuses to comply with the order, Bank shall have the power to employ other agencies to rectify or re-execute the work at the cost and risk of the contractor.
- 17.6 Any damage (during the work) to any part of the work or to the premises for any reasons due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.
- 17.7 Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.
- 17.8 When the employer observes that the progress of the work is not satisfactory or very slow or not in a workmanship manner or of poor quality or violative of safety protocols etc, the contractor shall be issued a suitable advise torectify the same or replace the materials or redo the entire work, within a reasonable time frame. If the contractor could not rectify the things within the time frame given, in the interest of the work, the Employer reserves the right to execute any part of the work included in this contract or the entire work by any other Agency or persons and contractor shall allow all reasonable facilities and extend cooperation for the execution of such work.
- 17.9 All expenses consequent thereon or incidental thereto as certified by Bank shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, shall relieve the contractor from his liability in respect of unsound work or bad materials.

18.0 PERIOD OF CONTRACT & EXTENSION OF TIME

- 18.1 Time is the essence of the contract. The Contract shall be executed within the stipulated period in the NIT. No request for extension will be entertained and the bidder has to plan and mobilize his resources for the satisfactory completion of the project within the time period agreed in the tender.
- 18.2 If in the opinion of the Employer, the work is delayed due to the following reasons not attributable to the contractor, the employer shall make a fair and reasonable extension of time, for completion of the Contract works

- a) By force majure (or)
- b) By reason of any exceptionally inclement weather (or)
- c) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's own default (or)
- d) By the works not referred in the Schedule of Quantities or specifications (or)
- e) By reason of civil commotion, workmen strike or lock-out (or)
- f) In consequence of the Contractor not having in due time, necessary instructions from the Employer for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions
- 18.3 In case of such strike or lock-out, the Contractor shall as soon as possible give written notice thereof to the employer, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the employer to proceed with the work.
- 18.4 In case the work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from Employer or for any of the conditions, the contractor shall be allowed reasonable extension of time by the employer but any claim for idle labour shall not be entertained by the employer. Contractor's quoted rates should include for all such contingencies.

19.0 PAYMENT TERMS

- i) No advance payment.
- ii) Payment will be considered as stipulated in the NIT.
- iii) Payment shall be made by way of Electronic fund transfer and the bill will be paid by the Branch.
- iv) Contractor should furnish details of the bank a/c no, IFSC code along with their invoices.
- v) Quarterly payments will be released after the end of the quarter subject to deductions for shortfall in services
- vi) Field reports of the PM and breakdown maintenance reports shall be enclosed to the Invoices
- 19.1 Part/Interim payment is paid as per the payment terms mentioned in the NIT. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.
- 19.2 If the Bank has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

- 19.3 The final bill shall be accompanied by a certificate of completion or Commissioning report signed by an official of the Bank. Payments of final bill shall be made after deduction of Retention Money as specified, which shall be refunded after the completion of the Defects Liability Period provided the contractor has rectified all defects to the satisfaction of the Bank. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.
- 19.4 **GST** as applicable shall be paid extra and the same shall be clearly shown in the invoices.
- 19.5 Statutory deduction towards income tax and other taxes as and when directions from statutory bodies are received will be made at the time of making payments. Currently, I.T. will be recovered @ 2 % plus surcharge or as applicable as per Government Rules. GST-TDS as per applicable rates will be deducted, wherever applicable.

19.6 **GST**:

- a. It is the responsibility of the bidder to ensure that the GST is valid and active. Payments will not be made to inactive or invalid GST invoices.
- b. Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. Non-GST invoices will not be accepted. The contractor should comply with the following.
- c. Contractor should have GST Registration Number
- d. Invoice should specifically disclose the amount of GST levied at applicable rate as per GST provision
- e. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment
- f. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor
- g. The GST Number of State Bank of India for Telangana State -36AAACS8577K1ZQ
- 19.7 The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract, unless otherwise specified.
- 19.8 All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender, in respect of any items of work, payment will be made for the actual work done, on the basis of lump sum charges, as will be assessed by Bank.

20.0 SECURITY DEPOSIT

- 20.1 3% of the annual contract value in the for DD/ FD/ PGB with a validity of 15months
- 20.2 The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, which may appear within the defects liability period. In case of failure on the part to do so, the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit due to the contractor.

- During the contract period, all compensation or other sums of money payable by the Contractor to Bank under the terms of this contract, will be deducted from the security deposit, or from any sum that may become due to the Contractor on any account whatsoever.
- 20.4 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.

21.0 PENALTY CLAUSE

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

VARIATION IN QUANTITY / SUBSTITUTION OF ITEM 22.

- 22.1 The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure shall be considered to be approximate and no liability shall attach to the employer for any error which may be discovered therein.
- 22.2 The Employer reserves the right to increase or decrease or delete or omit or execute only a part or the whole or any excess thereof, as per the site requirements, without assigning any reason therefor at the time of allotment / execution of work. Contractor will be paid for the actual work done at the site. No variation shall vitiate the contract.
- 22.3 The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account. Payment will be made on actual measurement of the work done. All measurements shall be as per relevant I.S. standards
- Bank reserves the right to order more quantities than what is mentioned in this tender (at the same rate and terms and conditions) either at the same site or other sites as per the need within the validity of this tender.
- 22.5 The price of all additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads.

LOCAL LAWS, ACTS, REGULATIONS: 23.

The contractor shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements ofallthelaws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act, 1948
- Payment of Wages Act1936
- Workmen's Compensation Act 1923 (Amended), asapplicable

- Contract Labour Regulation and Abolition Act 1970 and Central Rules1971
- Apprentice Act1961
- Industrial Employment (Standing Order) Act1946
- Personal Injuries (Compensation Insurance) Act 1963 and any othermodifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance CorporationAct
- Shop and Establishment Act, asapplicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time totime.
- FactoriesAct.
- Employment of Children Act1938,
- Employers Liability Act1938,
- Industrial Disputes Act1947

The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act.

Any cost incurred by SBI in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor or his workmen and any money which may become payable to State Bank of India as aforesaid shall be deemed to be deductedbyStateBank of IndiaormayberecoveredbytheBankfromthecontractor.

The Contractor shall keep the Employer saved harmless and indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen relating to work carried out by the contractor for this contract.

24. <u>DISMISSAL OFWORKMEN:</u>

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

25.SUBCONTRACTING

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

26.0 STORAGE OF MATERIALS

26.1 The contractor shall store their materials like fixtures, cables, conduits, wires, tools etc in the site with the permission of the Bank. However, the contractors shall be responsible for

the custody and security of all materials and equipment at site. No claim for loss or theft will be entertained by the Bank.

- 26.2 Shelter or stay and other amenities for the electricians have to be arranged by the contractor at his own expense and responsibility.
- 26.3 On completion of the works, the contractor shall remove all tools, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Bank

27.0 FORCE MAJEURE

- 27.1 Notwithstanding the provisions of General terms and conditions of the Contract, the contractor 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.
- 27.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 27.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28.0 COMPLIANCE OF STATUTORY REGULATIONS

- 28.1 The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities like Electricity, Pollution Control Boards, Municipal Authorities, water and Sewarage boards and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.
- 28.2 The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer. The Contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any equipment, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Employer, before any such infringement and received their permission to proceed and shall himself pay all royalties,

license fees, damages, coat and charges of all and every sort that may be legally incurred in respect thereof.

- 28.3 The contractor should strictly abide by the Central/State labour regulation for the Minimum Wages, Payment of wages, Workmen Compensation, PF, ESI, Contract labour, including the latest amendments, if any and other safety regulations.
- 28.4 The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

29.0 **INSURANCE**:

- (i) Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank), a third-party insurance policy in original, issued by any Public-Sector Insurance Company and also ensure to pay the premium on time and keep the policies valid during the currency of the contract and provide documentary evidence.
- (ii) The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. The employee/worker/persons should be covered under the insurance at a time for insured sum of ₹ 5 lakhs each, for any type of accident / incidence.
- iii) Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 15 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.
- iv) No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.
- v) Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the SBI. Nothing extra shall be payable on thisaccount.

The bidder shall take, at its own cost, insurance policies for adequate amount against death or injury of the employees while providing the services, theft, robbery, forgery, fraud, fidelity and/or any other dishonest acts or negligence on the part of the service providers, employees or sub- contractors. SBI shall not be liable or called upon to pay any amount as compensation or damages etc. to any other person, including the personnel of bidder, resulting from aforesaid activity and having been called upon to pay so, bidder shall fully indemnify SBI for all such cost.

30. ACCIDENTS:

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

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

authorized SBI/ State Bank of India, official shall also submit periodic reports on safety from time to time asprescribed.

31. SAFETY CODE - RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL ANDENVIRONMENT:

Before commencing the work, contractor submit a 'SAFETY PLAN' to the authorized SBI/State Bank of India official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract SBI shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the SBI's decision in thisrespect.

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of SBI or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.

The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized SBI officials: -

- Safety Shoes conforming to IS-1989:1978
- Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
- Hand and body protection devices conforming to:IS-2573:1975,IS-6994:1973, IS-8807:1978, IS-8519:1977,

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized SBI official who shall have the right to ban the use of anyitem.

The contractor shall adopt all fire safetymeasures.

Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of theBank.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and SBIinstructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor or agency. Cost of damages if any, to life and property arising out of such violation of statutory regulations and SBI instructions shall be borne by the contractor.

The contractor has to provide minimum two sets of First Aid kits at site. The contractor has to ensure that all the items in the kit are within the valid usable dates

The Bank shall not be liable for any compensation in case of any fatal injury / death caused to any other Contractor's employees while performing/ discharging their duties/ visiting Bank's premises for inspection or otherwise. The contractor shall alone be fully responsible for safety

and security & insurance or life insurance of their personnel who is working on the operation and maintenance works.

32. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

The Contractor shall be required to prepare and submit a detailed description of the arrangements, sequence and methods of service performance which the contractor proposes to adopt for carrying out theservices.

The Bank at its sole discretion shall ask at any time for changes in the anticipated work sequence due to operational requirements. Such change in work sequence shall not entitle the contractor to any additional payment.

The contractor shall be required to submit for the Bank's approval a schedule of materials that shall be mobilize for the above services wherever applicable. This information shall be submitted with full identification of specific manufacturer's products together with their catalogues. The contractor shall be required to submit for the Banks approval a detailed utilization plan and a detailed manpower deployment schedule with details of manpower assigned to each task. All comments by Employer will be incorporated and executed at no extra costs to the Employer.

33.CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.
- Any effort by the tenderer to influence the SBI in the SBI's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

34. CORRUPT OR FRAUDULENT PRACTICES:

- The SBI as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
- Fraudulent practice" means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of SBI and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBI of the benefits of free and open competition.
- "Collusive practice" means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBI, designed to establish tender prices at artificial, non-competitive level; and.
- "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- The SBI will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.

• The SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

35.NON-DISCLOSURE:

The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

37.TERMINATION OF CONTRACT BY BANK

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the contract, and if so required by the Bank to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the Bank not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the Bank after three clear das notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the Bank of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor) further the Bank or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and

sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the Bank shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor to remove his surplus materials after receipt by him the Bank may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the contractor for the amount so realized. Any expenses or losses incurred by the Bank in getting the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

38.0 DISPUTES/ARBITRATION:

- 38.1 All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably.
- 38.2 If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.
- 38.3 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.
- 38.4 The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- 38.5 Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

39. Governing Language:

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

SPECIAL CONDITIONS OF CONTRACT

Preventive and Breakdown Maintenance during Warranty Period & AMC:

- 1. All the Air-conditioners covered in this contract have to be maintained as per the standards of the original manufacturing company during the warranty period as well as AMC
- 2. The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the spares against defects arising out of faulty design, materials and workmanship etc..
- 3. the contractor has to repair /service/ maintain the air conditioners under the AMC in as is where is condition and handover the ACs to the SBI under AMC in good running condition
- 4. All required tools and tackles (in good working condition) necessary for carrying out repair and maintenance works of Air Conditioners under AMC have to be provided by the vendor.
- 5. Professionally qualified personnel who have expertise in the AC supplied by the vendor will be permitted to undertake Preventive Maintenance/repair services during the period of warranty and AMC period.
- 6. During the term of the contract, the vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the repairs and maintenance services as under:

Type of Service	Warranty Period	AMC
Preventive Maintenance	Every Quarter	Every Quarter
Breakdown Maintenance	Within 8 hours of	Within 8 hours of Complaint
	complaint	

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

Sno	Activity
1.	Inspection of the AC - IDU and ODU for any abnormality in operation, sound etc
2.	Testing the Performance of AC for desired cooling
3.	Testing of Gas pressure if necessary and check for any leakages near the check nut etc or diagnose any other fault
4.	Checking of current consumption
5.	Remove the filter, water service and fix it back after drying
6.	Clean the drain tray and drain pipe and remove any choke for free flow of drain water
7.	Clean the Evaporator with brush and remove the dirt/dust. Check for any fungus formation or bad smell and wash it with chemical, if required.
8.	Lubricating /greasing of all Fans
9.	Water washing of Condenser Coil
10.	Topping of Refrigerant gas, if required
11.	Check the swing motor functions and rectify, if required
12.	In addition to the above, any other activity to ensure trouble free operation of AC
13.	Check the temperature setting and operation mode and advise the Branch on the optimum operation levels

7. This comprehensive Contract includes replacement of all faulty spares. Some of the spares are listed as under:

Compressors	Starting Capacitors
Fan Motors	Running Capacitors
Built – in Timer kit	Relays, Thermostats
Selector switches	Fan Capacitors
Contactors (Power / Control)	Gas charging
Micro Swing Motors	Fan blades
Electronic Control Circuitries	Air-Filters
Remote Control Units	Condenser Coils
External Electronic / Analog time switches	Stabilizers
for timed running of A.C's	Stabilizers
Outdoor unit mounting frames	Cabling from IDU to ODU
Parts of indoor / Outdoor unit enclosures	Existing copper piping from IDU to ODU
Diaplay unit in AC	Existing drain piping from IDU to drain
Display unit in AC	point

<u>Note:</u> The above list is only indicative. However, any parts which are not mentioned in the Tender Schedule of this Contract but required for the smooth and trouble free operation of the AC equipment are also required to be rectified or replaced with in the scope of this contract.

8. Working Hours for Repair and Maintenance:

All activities under the scope of the contract shall be undertaken round the clock including holidays and sundays. In case any defects, faults and failures in the AC could not be repaired or rectified during the said period, the technicians are required to accomplish their duties beyond the said schedules in case of any situation, if it warrants.

- 9. **Replacement of Spare parts:** The required spares shall be kept as stock with the vendor for readily replacing the faulty spares, without loss of time or delay. In cases where unserviceable parts of the equipment need replacement, the vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. Any worn or defective parts withdrawn from the equipment and replaced by the vendor during the warranty period shall become the property of the vendor and the parts replacing the withdrawn parts shall become the property of Bank.
- Defective spares compressors / condensers are to be replaced with new compressors / condensers and repairing of the old compressors is not permitted. Whenever new compressors / condensers are used, the Contractor has to produce original invoice and Warranty Card of the new Compressor/ condenser if demanded by the Bank. The compressor/ condenser being replaced should match with the **original star rating** of the air conditioner.
- 10. Only original spare parts/quality approved by the Bank will be permitted to be used for the maintenance during the AMC Period. If duplicate, refurbished or second hand parts are used by the vendor during the AMC, the contract shall be cancelled immediately without any notice period.
- 11. It is the responsibility of the Contractor to accurately specify the damaged spare parts to the Bank and to rectification of the fault in A.C under maintenance.

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

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

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

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

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

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

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

- 12. Extended Period of AMC: In case the Bank needs the AMC service beyond the period of AMC, additional AMC Charges will be paid on the pro-rata basis for the period for which these units are to be maintained at the same unit rate as applicable to similar item in the original AMC and on the same terms and conditions of the AMC.
- 13. Increase / Decrease of ACs: If Bank decides that the additional number of air-conditioners other than the quantity mentioned in the tender are to be maintained by the Contractor, the contractor shall agree and maintain the ACs till the expiry period of AMC as per the same terms and conditions of the Contract. Proportionate amount of AMC shall be paid by the Bank for the same.
- 14. If any units covered under these AMC are removed/dismantled/shifted from this location to another location, the Contract amount as per the unit rate of the Tender will be revised and suitable deductions made from the AMC bills.

Other: The Bank has installed its own transformer for the site premises, hence the power supply is stable and is well regulated. The bank will not admit any claim from the contractor that the fault/damage is caused due to quality of power supply and it will not absolve the responsibility of the contractor in rectifying the fault.

The successful Vendor has to rectify the faults or repairs to the AC machines arising due to rat bites also free of cost within the scope of the contract. Vendor should also analyze the site conditions and take efforts to secure the AC equipment from the rodent bites by proper wrapping of the critical components with suitable glass wool packing or any other material and closing the opening made for the AC piping & drains properly to avoid rodent entry.

15. Details of important programs / functions of the Bank such as Conference, Review Meeting, VVIP functions etc that may be held in the Office will be informed to the contractor and they should assist the Bank in maintaining smooth running of the air-conditioners on that day without failure even if they are held on Bank Holidays. Non-attendance of the technicians on such a day will attract penalty at the discretion of the Bank.

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

Complaint / Service / Breakdown Register:

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

16. SHIFTING THE AC TO NEW LOCATION OR BRANCH:

16.1 If Bank desires to shift the AC to a new location/floor or department in the same premises or to another branch/office and install it thereof urgently, the Bank shall bear the charges for such shifting and the vendor shall dismantle and reinstall the AC as desired. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the vendor. The warranty terms would not be considered as violated due to the above shifting. The vendor, would not unreasonably assume that the causes lie with the shifting activity.

CONTRACTOR'S RESPONSIBILITY AFTER THE CONTRACT HAS EXPIRED

Successful bidder has to handover all the ACs in good running condition before expiring of CAMC contract. Security Deposit will be released only after verifying the same.

PENALTY CLAUSE FOR AMC:

Any penalty due during the Warranty/AMC period will be adjusted against the bills payable or retention money retained by the Bank as per following in case of non-satisfactory services provided under Warranty/AMC:

S. No.	Type of Defective Service	Penalty Amount / LD
1	Penalty for every air conditioner which is not repaired post completion of 72 hours of reporting the complaint till the day the complaint is rectified.	Rs 100/- per air conditioner per day till the day of rectification
2	Penalty for every air conditioner that breaks down for more than three times in a month	Rs 500/- per air conditioner per month
3	Penalty for not doing the Preventive Maintenance or Vendor does not fulfill the provisions of the contract in a quarter	only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract.
4	Penalty for non-responsiveness to the calls of the Bank to repair or replace the faulty AC. If the vendor could not resolve the issues or not showing any interest to resolve the issue or non-responsive to Bank's calls	Bank will arrange to rectify the same through any other agency and recover the losses from the vendor by suitable deductions from the bills payable to the vendor or from the Security Deposit and contract cancelled.
5	Penalty for losses to Bank's property while performing the PM or repair works on account of any negligence, mishandling, non- adherence to the required safety protocols, commission or omission by the technicians of the Vendor and if any loss or damage caused to the Equipment or any Bank's property	Contractor to rectify or shall make good of the losses suffered by the Bank or Bank will recover the actual amount incurred by Bank

- 2. If, in any quarter, the invoice was paid to the Vendor without deducting the penalty or LD, the Bank can deduct the same from future payments payable or the Vendor shall refund the amount forthwith to Bank on demand by Bank.
- 3. Further Bank reserves the right to terminate the contract at any time during the validity of the Contract period by giving 30 days' notice to the Contractor with or without any reason.

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

Date:	
Place:	
	Signature and seal of the Bidder

CERTIFICATE OF THE CONTRACTOR;

I / We read and understood the above conditions and requirements of Bank's who are taking up CAMC of ACs on behalf of SBI and agree to the same.

Place: Signature

Date: (Name and Address of the Contractor)

with Seal

SPECIAL TERMS & CONDITIONS TO THE CAMC SERVICE PROVIDERS:

- 1. If the work is found unsatisfactory or if the firm dishonours the contract, the job will be entrusted to any other firm /party at the risk/expense of the contractor.
- 2. Successful bidder has to handover all the ACs in good running condition before expiring of CAMC contract.
- 3. The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty, registration etc. of this agreement and/or any other documents/agreements, which are required to be executed.
- 4. All necessary tools like vacuum pump, drilling machines, pliers, pressure gauge and other essential tools for effective maintenance of the ACs equipments shall be provided by the contractor
- 5. The contractor / firm shall be held responsible for any misdeeds / misbehavior of their employees within the premises.
- 6. Since the maintenance works are to be carried at all levels & High, technician should wear necessary proactive gear such as life belts, helmet, gloves, shoes, etc.

UNDERTAKING TO BE SUBMITTED BY THE CONTRACTORS ALONG WITH THE TENDER

Date:
The Assistant General Manger (P&E), Premises & Estate Department, Ground Floor, Beside Commercial Branch Local Head Office Building, Bank Street, Koti, Hyderabad.
Dear Sir,
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR ALL TYPES & VARIOUS MAKES OF ACs Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Comprehensive Annual Maintenance Contract(CAMC) at SBI LHO Premises, Hyderabad in conformity with the said Proposal documents for the sum of Rupees
Signature of Contractor in the capacity of
Duly authorized to sign Proposal for and on behalf of

FORM OF AGREEMENT

ARTICLES of AGREEMENT made this day of year 2023 between(He
reinafter referred to as the "Employer/Bank" which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART andof
(Hereinafter referred to as "Contractor" unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.
WHEREAS the Employer intends to carry out
herein after referred to as "Project".
AND WHEREAS for the purpose of the above said project, the Employer invited ONLINE E-tenders from experienced, resourceful and bonafide contractors through M/s Bank vide its Notice Inviting Tender (Nodated).
WHEREAS the contractor 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 contractor was found to be most suitable for the project.
AND WHEREAS the Employer through Bank has accordingly issued the work order (Nodated) to the contractor subject to his furnishing the requisite Security Deposit.
AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance No dated and has also deposited with the Employer a sum of Rs which with the Earnest Money of Rs forms the requisite Initial Security Deposit @2 % of the accepted Tender Value of Rs
NOW, therefore, it is hereby agreed to and between the parties as follows: 1) Contract documents The following documents shall constitute the Contract Documents.
I. This Article of Agreement. II. Tender Document submitted by the Contractor including the "said conditions", N.I.T and Schedule of quantities.
III. All correspondence between the Employer and the Contractor from the date of issue of N.I.T and the date of issue of work order. IV. Work order Nodt

- 2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted project works and such further detailed drawings as may be furnished to the contractor by the said Employer and described in the said Specifications and the said Schedule of Quantities.
- 3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein stated before, the Employer 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 Vendor / Contractor shall promptly notify SBI of any changes in the constitution of their firm. It shall be open to SBI 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 SBI. But in absence of and until its termination by SBI 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 Contractor 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 Contractor 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-Contractors of the Contractor. The Contractor 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.

Signe	ed and delivered for and	on behalf of	
Shri		_ its duly authorized official,	In the presence of -
1.	(Name and Address)	•	•

2.	(Name and Address)
Signe Shri_	I and delivered for and on behalf of the Contractorby his duly authorized representative, in the presence of
1.	(Name and Address)
2.	(Name and Address)

LIST OF ACS

SNO	AC AREA	TONNGE	AC TYPE	QUANTITY	Total TR	
1	DGM Sir Cabin	3.00	cassette	1	3	
2	DGM Sir cabin and Dining room	2.00	Split	2	4	
3	DGM Secretariet	1.50	Split	2	3	
4	Agm (Vass & Dep.)	1.50	Split	1	1.5	
5	CM (Ops)	1.50	Split	1	1.5	
6	CM (Comp & Risk)	1.50	Split	1	1.5	
7	CM (Fi)	1.50	Split	1	1.5	
8	CM (Ops) Section	1.50	Split	4	6	
9	CM (Law)	1.50	Split	1	1.5	
10	CM (HR)	1.50	Split	1	1.5	
11	HR Conference holl	2.00	cassette	1	2	
12	CM (HR) Section	1.50	Split	5	7.5	
13	Agm SME	1.50	Split	1	1.5	
		2.00	Split	2	4	
14	SME SECTOIN	1.50	Split	2	3	
		1.50	Split	2	3	
15	Credit Section	2.00	Split	1	2	
16	Sangam Hall	1.50	Split	5	7.5	
17	Indraprasta Hall	3.00	cassette	3	9	
18	ITS Dep.	5.50	cetral	2	11	
19	SBI Staff Association	1.50	Split	2	3	
20	SBI Officers Association	1.50	Split	4	6	
21	CM (Security)	1.50	Split	1	1.5	
22	Doctor Cabin & Dispensary	1.50	Split	5	7.5	
		1.50	split	2	3	
23	AGM HLST	2.00	cassete	3	6	
24	Canteen	1.50	Split	7	10.5	
	TOTAL Acs			63	113	

PRICE BID

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR ALL TYPES & VARIOUS MAKES OF ACS AT STATE BANK OF INDIA LOCAL HEAD OFFICE BUILDING, HYDERABAD.

SI no	Description	Qty	Unit	Rate per TR	Total amount per year.
1	Comprehensive Annual Maintenance Contract (CAMC) for all types & various makes & Models of	112	Tonnage Refriger		
	ACs (Inverter & Non inverter)		ant (TR)		
2	Dismantling of AC(cassette/ split 1 tr to 4 tr) and hand over to Bank.	1	unit		
3	Shifting, Installation and nitrogen pressure testing of the above dismantled AC. The scope of work includes gas charging. Additional copper piping and nitrile rubber will be arranged by the Bank.	1	Unit		
Total					
Discounts if any					
Grand Total					
Tota	amount in words:				

Note: The amount quoted to be exclusive of GST.

2) Amount will be paid on actual tonnage