



**STATE BANK OF INDIA
LOCAL HEAD OFFICE, LUCKNOW
INVITES TENDERS UNDER TWO BID SYSTEM
ON GEM PORTAL
FOR**

SITC OF HVAC (VRV/VRF) AC SYSTEM AT ADMINISTRATIVE OFFICE VARANASI (U.P.)

Tender Documents Consisting of :

**NIT, General Rules and Instruction for the Guidance of Tenderer,
Form of Tender, Articles of Agreement, General Conditions
of Contract, Technical Specifications and
Bill of Quantities**

**Premise & Estate Dept.
1st Floor, Local Head Office,
Motimahal Marg, Hazratganj,
Lucknow : 226001**

Phone : 0522-2295315

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**ARCHITECT
GUPTA & ASSOCIATES
9B-42 Mohankunj, Vrindavan
Colony Raebareli Road
LUCKNOW contact no. 9935330077/7906158347**



STATE BANK OF INDIA
NOTICE INVITING TENDER

State Bank of India invites re-tenders **on GeM portal through BOQ bid option** from the Carrier/Toshiba/Daikin/O General/ Hitachi/Mitsubishi/Carrier/Voltas/Blue Star/LG make OEM (Original Equipment Manufactures) or their authorised channel partners/Dealers(Tender Specific Authorization) for Supply, Installation, Testing and Commissioning(SITC) of **HVAC(VRF/VRV) Air Conditioning system at State Bank of India, Administrative Office Building, Varanasi (U.P)**, details given below:

1. Name of Work :	Supply, Installation, Testing and Commissioning(SITC) of 134 HP HVAC(VRF/VRV) Air Conditioning system at State Bank of India, Administrative Office Building, Varanasi (U.P)
2. Time allowed for completion :	75 Days from the date of handing over of site
3. Earnest Money Deposit(EMD) :	Rs. 61,500.00(Rs. Sixty One Thousand Five Hundred Only) in the form of Demand Draft or Banker's Cheque in favour of AGM(P&E), State Bank of India, LHO Lucknow. (<i>to be submitted in a sealed envelope</i>). <i>The bidders who have already submitted their EMD in previous bid can upload the same EMD in this bid also.</i>
4. Security deposit :	5% of contract value to be held till two years
5. Availability of tender documents :	Tender documents to be downloaded from the Bank website www.sbi.co.in under the "SBI in the News> Procurement News". Tender documents to be downloaded from the GeM portal from 25.09.2023 to 18:00 Hrs on 05.10.2023.
6. Address at which the hard copy of Tender fee, Technical bid and EMD of tenders are to Be submitted :	Technical bid, Authorisation letter, experience certificate, copy of Balance sheet, PAN & GST should be submitted online on GeM portal and hard copy of original EMD should be submitted in the Department and price bid on the portal GeM portal before 05.10.2023 by 18:00 Hrs. Contact: Ramji Sharan, Dy. Manager(Electrical)-07408403577. Hard copy of original EMD should be submitted at State Bank of India, Premise & Estate Dept., 1st Floor, Local Head Office, Motimahal Marg, Hazratganj, Lucknow : 226001 <u>Representative of bidders may be present during opening of Bids. However Bid would be opened even in the absence of any or all the bidders representatives.</u>
7. Last Date & Time of submission of online tender on GeM portal/Price bid:	Online uploading of signed and scanned copies of all pages of Technical Bid, all other documents mentioned above and online submission Price bid through the GeM portal upto 18:00 Hrs on 05.10.2023.

8. Date and time of opening of e-tender:	05.10.2023 at 18:30 Hrs Technical bid and date and time of price bid shall be informed later (Online Technical bid will be opened only of those bidders who will submit proper EMD in hard copy. Price Bid will be opened only of those bidders who are successful in Technical Bid after scrutiny)
9. Defects liability Period :	12 month from the date of completion
10. Validity of order :	03(Three) month from the date of opening of pride bid of tender.
11. Liquidated Damages :	0.5% per week subject to a maximum of 5% of contract value.
12. Eligible Taxes/Deductions :	A) Income Tax will be deducted at source as per Govt. Guidelines. Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provisions/Rules. The contractor should comply with the following; Contractor should have GST Registration Number. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provisions/Rules. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor. The GST Number of State Bank of India Lucknow Circle are 09AAACS8577KAZE
13. Mode of Payment :	Electronic mode of payment shall be preferred. The contractor shall have to furnish their bank account details with Branch Name, Branch Code, IFSC and account no. along with the bill.
14. Payment Terms:	70% of total project cost components of HVAC VRF/VRV air conditioning system against delivery at site with necessary documents and 25% after commissioning, 2.5% will be against virtual completion certificate and remaining 2.5% will be held with us as security deposit for 2 years and could be released after submission of performance Bank Guarantee from a any scheduled /commercial Bank.
15. Any additional information :	The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes(including GST at applicable rates), wastage's, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work

Mode of Submission of Tender: The tender shall be submitted in online through GeM portal in accordance with the procedure detailed herein below. Specified documents shall be sealed in envelopes of appropriate size each of which shall be sealed.

1. Envelope shall contain Earnest Money Deposit (EMD) only with Covering Letter in hard copy should be submitted above mentioned address.

2. Online uploading of signed and scanned copies of all pages of Technical Bid, all other documents

mentioned above, EMD DD and price bid is to be submitted online.

The envelope containing the tender documents as per instructions mentioned above shall be submitted in the office of the Assistant General Manager, State Bank of India, Premise & Estate Dept., 1st Floor, B-Wing, Local Head Office, Motimahal Marg, Hazratganj, Lucknow : 226001. The Envelope should be super scribed “EMD for SITC of HVAC(VRF/VRV) AIR CONDITIONING system at State Bank of India, Administrative Office, Varanasi (U.P.)”.

Envelope marked Technical Bid containing Earnest Money Deposit along with Covering Letter and all other documents, will be opened if the Earnest Money Deposit and all other tender document is not found as prescribed, the tender shall be rejected.

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

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

For and Behalf of State Bank of India

INSTRUCTIONS TO THE TENDERERS

Scope of Work

Online tenders are invited on GeM portal by SBI LHO Lucknow for the work of **SITC of HVAC(VRF/VRV) AIR CONDITIONING System at State Bank of India, Administrative Office, Varanasi.**

Site and its Location

The proposed work is to be carried out at **State Bank of India, Administrative Office, Varanasi .**

- Complete set of tender documents can be downloaded from GeM portal and Bank's website.
- The tender documents are not transferable.

Site Visit

3.1 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, **liaison requirements with local authorities/ authorities maintaining the campus, security agencies guarding the campus, traffic regulations in and around the site etc;**

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

Earnest Money

4.1 The tenderers are requested to submit the Earnest Money of **Rs. 61,500.00(Rs. Sixty One Thousand Five Hundred Only)** in the form of Demand Draft or Bankers' Cheque in favour of SBI, Lucknow payable at Lucknow drawn on any Bank in India.

- EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.
- No interest will be paid on the EMD.
- EMD of unsuccessful tenderers will be refunded/ returned within 30 days of award of Contract.
- EMD of successful tenderer will be retained as a part of security deposit.

4.2 Initial Security Deposit

The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD, by means of Demand Draft drawn in favour of State Bank of India payable at Lucknow within a period of 7 days of acceptance of tender.

4.3 Additionally Security Deposit (ISD)

In case L-1 bidder quotes abnormally low rates, the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfilment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name

as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

4.4 Security Deposit

Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of initial security deposit, which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bills i.e., deduction from each running bill account will be 10% till total 3% of contract value is reached. 50% of the total security shall be paid to the contractors on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract provided he has carried out all the work and attended to all the defects in accordance with the condition of the contract and clearance, if any, of the observations of the CTE of CVC.

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

5.0 Signing of Contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 7 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

6.0 Completion Period

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of **75 Days** from the date of handing over of the site.

7.0 Validity of Tender

Tenders shall remain valid and open for acceptance for a period of ninety days from the date of opening price bid. If the tenderer 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.

8.0 Liquidated Damages

The liquidated damages shall be 0.5% per week subject to a maximum of 5% of the accepted Contract Value.

9.0 Rate and Prices:

9.1 The tenderers shall quote their rates for individual items both in words and figures. In case of discrepancy between the rate quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the total amount will be corrected.

The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

9.2 The tenderer should not change or modify or delete the description of the item. If any

discrepancy is observed he should immediately bring to the knowledge of the Architect/Bank.

9.3 Each page of the BOQ shall be signed by the authorized person and cutting or over writing shall be duly attested by him.

- Each page shall be totaled and the grand total shall be given.
- The rate quoted shall be firm and shall include all costs, allowances, taxes, levies etc. and deduction at source for Income Tax, GST TDS etc. will be made as per statutory rules.**
- The contractor shall be required to conduct necessary tests of the water brought from tube well or any other outside source, from approved laboratory.
- The contractor is required to comply with all act of the Government relating to labour and the rules and regulations made there under from time to time and to submit at the proper times all particulars and statements required to be furnished to the appropriate authorities.
- Nominated Contractor for Allied work, if any.**

The contractor shall get allied works executed only through Contractors already in SBI's Panel, for different categories of works.

To

Assistant General Manager(Premises & Estate),
State Bank of India,
Local Head Office,
1st Floor, Moti Mahal Marg,
Hazratganj,
Lucknow - 226001

Dear Sir,

Reg.: Supply, Installation, Testing and Commissioning (SITC) of **HVAC(VRF/VRV) AIR CONDITIONING System at State Bank of India, Administrative Office, Varanasi (U.P.)**.

1. I/ We refer to the tender notice issued by you for HVAC VRF/VRV Air conditioning system at AO Varanasi works and allied works in connection with the above.

- I/ We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, designs, conditions of contracts, specifications, schedule of quantities relating to the works for the sum of Rs..... at the respective rates quoted in the schedule of quantities.
- I/ We have satisfied myself/ ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions, subject to above, I/ We do hereby agree, should this tender be accepted in whole or in part, to:
 - a. Abide by and fulfill all the terms and provisions of the said conditions annexed here to,
 - a. Complete the works within **75 Days** as per the work program enclosed with the tender in two or three shifts if considered necessary by the Employer/ Architects at no extra cost to the Employer.
- I/ We have deposited **an Earnest Money of Rs. 61,500.00(Rs. Sixty One Thousand Five Hundred Only)** in the form of Demand Draft/ Banker's Cheque drawn in favour of SBI payable at Lucknow which, I/ We note, will not bear any interest and is liable for forfeiture.

I. If our offer is withdrawn within the validity period of acceptance by the Employer.

Or

I. If the contract agreement is not executed by us within 7 days from the date of receipt of the letter of acceptance.

Or

I. If we fail to pay the initial security deposit as stipulated.

Or

I. If the work is not commenced within 3 days after issue of work order.

- I / We understand that you are not bound to accept the lowest or any tender you receive.

The names of **DIRECTORS** of our Firm are:

Signature and seal of the bidder

1. _____
2. _____
3. _____
4. _____

Yours faithfully,

Signature

Designation

Name of Partner/ Director of the Firm, authorized to sign or name of person having power of attorney to sign the contract. (Certified true copy of power of attorney should be attached)

Signature and address of witnesses:

a. Signature

Name

Address

b. Signature.....

Name

Address

FORMAT FOR AGREEMENT

This agreement made on the _____ day of _____ Two Thousand ____ BETWEEN State Bank of India a corporation constructed under the State Bank of India Act, 1955 and having its **Local Head Office at Lucknow** and many other places, (hereinafter called “the Employer”) of the one part and M/s _____ through its _____ having its registered office at _____ (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous of executing **SITC of HVAC(VRF/VRV) Air Conditioning System Works** to be carried out **at Existing Premises of State Bank of India, Administrative Office, Varanasi(U.P)** as per Schedule-I, to this agreement and has caused Drawings, Bills of Quantities and Specification describing the work to be done, prepared by architects or engineer.

AND WHEREAS the said Drawings, the Bills of Quantities marked pages ____ to ____ (inclusive) and the Specifications as stated have been signed by or on behalf of the parties hereto:

AND WHEREAS the Contractor has agreed to execute the work upon the Conditions of Tender and the Conditions of Contract and further subject to the Special Conditions set forth in Schedule-II hereto attached (hereinafter collectively referred to as “the said Conditions”) as per the said Drawings and as described in the said Specification and included in the said Bills of Quantities for the sum of Rupees _____

NOW IT IS HEREBY AGREED AS FOLLOWS:

In consideration of the sum of Rupees _____ to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Drawings and described in the said Specification and Bills of Quantities.

The Employer shall pay to the Contractor the said sum of Rs. _____

_____ or such other sum as shall become payable hereunder at the times and in the manner specified hereinafter.

3. The term “The Architects” in the said conditions shall mean if appointed or in the event of their ceasing to be Architects for the purposes of this Contract, such other persons as shall be nominated for that purpose by the Employer, not being a person to whom the contractor shall object for reasons considered to be sufficient by the Employer mentioned in the said Conditions. Provided always that no persons subsequently appointed to be Architects under this Contract shall be entitled to disregard or overrule any decision or approval or direction given or expressed by the Architects for the time being.

4. The said Conditions, Specifications and Priced Bills of Quantities shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such Conditions, Specifications and Priced Bills of Quantities contained.

5. This agreement is subject to jurisdiction of courts in Lucknow and/or Varanasi only.

6. The Asstt. General Manager(P& E), Local Head Office, Lucknow shall exercise powers on behalf of the said Employer for the purpose of the Contract Agreement.

7. Whereas both the parties agree to sign the following annexure Annexed to this Agreement in token of their acceptance.

Signature and seal of the bidder

10

- i. Agreement
- ii. General Conditions of contract.
- iii. Special Condition of Contract.
- iv. Safety Codes.
- v. Specifications.
- vi. Material Testing & Their Frequency.
- vii. List of Approved Makes/ Brands
- viii. Priced Bill of Quantities.
- ix. Drawings.

8. The Bank shall pay the contractor such sum as shall become payable hereunder at the times and in the manner specified in the said Conditions mentioned in the General Conditions of Contract.

9. Whereas the Contractor hereby undertakes and agrees to carry out and complete the works within **75 Days** from the date of handing over site or 15 days from the date of issue of letter of acceptances, whichever is later. The Contractor agrees and has deposited the sum of Rs. _____ by way of Initial Security Deposit for due fulfillment of this Contract for the Works. It is agreed that the Security Deposit shall be deducted from each running bills and refunded to the contractor as per clause 2 of the General Conditions of the Contract Annexed herewith.

10. Whereas it is agreed that the earnest money amounting to **Rs. 61,500.00(Rs. Sixty One Thousand Five Hundred Only)** deposited by the Contractor in the form of Demand Draft along with the tender shall be forfeited in full in case the Contractor does not remit the Initial Security Deposit within the stipulated period of the start of the works by the stipulated date mentioned in the award letter.

11. Whereas Shri _____ is the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Employer in relation to the Works. The Contractor agrees to pay Sales Tax or any other Tax on material or finished works like Works Contract Tax, Turnover Tax etc. including Income Tax in respect of this Contract of the Works and the Employer will not entertain any claim whatsoever in this report nor the Employer shall be responsible to pay any Tax as mentioned above. If due to non – payment of any of the aforesaid Tax or other Taxes connected with the Works, the Contractor suffers any loss or damages occurred to the Contractor and the Employer will be entitled to claim damages from the contractor for non completion of the Work within **75 days** stipulated in Para 9.0, above.

12. Whereas the Contractor hereby declares the list of all the relative working with the Employer which is annexed herewith.

OR

Whereas the Contractor declares that none of his relative is working with the Employer.

OR

Whereas the Contractor declares that he has associated himself with the agencies of the appropriate classes of person for Sanitary and Water Supply Installation etc. or any other specialized job to complete the works.

13. The Plans, Drawings, Specifications, Contract Documents and the Documents above mentioned shall form basis of this Contract and the decision of **the Assistant General Manager(Premises & Estate), State Bank of India, Local Head Office, Ist Floor, Moti Mahal Marg, Hazratganj, Lucknow - 226001** for the time being as mentioned in the Conditions of Contract in reference to all matters of dispute as to material, workmanship or account and as to the intended interpretation of the clauses of the

Agreement or any of the document attached hereto shall be final and binding on both parties and may be made rule of the court.

14. The work comprises of the **“Supply, Installation, Testing and Commissioning (SITC) of HVAC(VRF/VRV) Air Conditioning System Works at State Bank of India, Administrative Office, Varanasi (U.P.)”** as mentioned above and all subsidiary and other works connected therewith on the same site as may be ordered to be done from time to time by **the Assistant General Manager(Premises & Estate), State Bank of India, Local Head Office, Ist Floor, Moti Mahal Marg,Hazratganj, Lucknow - 226001** for the time being even though such works may not have been shown on the Plans or described in the said Specifications or Schedule of Quantities of various classes of Work to be done.

15. The Employer through the **the Assistant General Manager(Premises & Estate), State Bank of India, Local Head Office, Ist Floor, Moti Mahal Marg,Hazratganj, Lucknow - 226001** reserves himself the right of altering the Plans, Drawings and nature of Work of adding to or omitting any items of work or having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this Contract.

16. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Lucknow and /or Varanasi and only the courts of Lucknow and /or Varanasi shall have jurisdiction to determine the same.

17. The several parts of this Contract have been read to us and fully understood by us.

In Witness whereof the parties above named have executed these presents today and year first hereinabove written.

Signed, Sealed and Delivered by:

Authorised Representative of Employer

Authorised Representative of Contractor

SCHEDULE I

Supply, Installation, Testing and Commissioning (SITC) of HVAC(VRF/VRV) Air Conditioning System at State Bank of India, Administrative Office, Varanasi (U.P.) all as described in Tender inclusive hereto as Specifications.

SCHEDULE II

The following Letters/ Correspondence form a part of Agreement:

- 1.
- 2.
- 3.

As witness our hands the day and year first written above,

In presence of

Signature:

Signature by the said Employer

Name:

Name:

Occupation:

Designation:

Address:

Address:

In presence of

Signature:

Signature by the said Contractor

Name:

Name:

Occupation:

Designation:

Signature and seal of the bidder

Address:

Address:

PART – 2 DISCLAIMER

The information contained in this tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

This tender is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This tender does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender. No contractual obligation whatsoever shall arise from the tender process *unless a Purchase order has been issued* by duly authorized officers of the Bank with the selected Bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way for participation in this Bid Stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this tender.

The issue of this tender does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1.1 Broad Scope of Work :

1.1.1 Supply, installation, testing, commissioning and maintenance of HVAC(VRF/VRV) Air Conditioning system works for SBI, Administrative Office Varanasi.

The successful bidder should Supply, transportation, loading and unloading, Transit Insurance, Delivery
Signature and seal of the bidder

at site, Installation, Cabling, Testing, Commissioning, Documentation, Warranty and Service support of all the components supplied under this tender including Indoor, Outdoor units, Copper Pipe, Hi wall and cassette ACs, Systems & various components as per Technical Specifications and Bill of Quantities. The bidders may submit the bids as per the preferred makes / model mentioned in Annexure 3.1.1 or equivalent/higher. **The bidder has to integrate the all the systems being provided and provision for integration with existing air conditioners, if needed in future.**

1.1.2 To provide all necessary hardware and software required to make the solution work strictly as per technical specifications. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements. However no weightage would be given for higher configurations.

1.1.3 IT related system, if any, provided for operation with air conditioning system equipment, the same should be provided with Pre installed OS Software with latest service pack with original DVD Media, license and installation/activation keys. This Operating System DVD shall be used for installation of the OS in case of software corruption, hard disk replacement etc. Additional software, if any, supplied should be provided with media. Recovery / Reinstallation DVD containing software device drivers etc. for all Air conditioning system equipment etc. shall be provided. To the extent possible molded AC cables should be used with the AC equipment. In case AC connectivity cables are crimped, the cables and connectors shall be of unsoldered type.

1.1.4 Bidder's Responsibility: Supply and installation of all the hardware and software items as per the scope of work and detailed technical specifications. All these equipment/ accessories will be warranted and must operate at OR above the guaranteed values with regard to availability. The system spare parts, as and when required and complete maintenance support of the system in future shall be back to back guaranteed from OEM for a period of 01 Years from the date of successful taking over of the complete project (acceptance by the Bank). One copy of Hardware and Software documentation shall be provided along with the supply of equipment. The bidder shall provide services as detailed in this specification. The bidder shall arrange for all tools, tackles, testing instruments etc., as required during all operations such as transportations, installation, testing and commissioning etc., for completing the scope of work as per this specification. These tools and tackles and testing instruments etc., shall be allowed to be taken back by the bidder. The bidder shall undertake all testing and commissioning activities and shall provide assistance during inspection and acceptance testing by the Bank. Bidder shall provide all required equipment and services, whether explicitly mentioned in these specifications or not, to fulfil the intent of the specification and to ensure completeness, operability and maintainability of the system at no extra cost to the Bank. Bidder shall furnish the part Number/Product identification Number for all products as provided by the original manufacturer. Bidder shall provide a clear and explicit activity wise action plan and schedule of completion of the above work. Bidder shall provide a detailed list of Project Manager, Site Engineer, Technician etc., who are intended to be assigned for commissioning of the subject project, clearly mentioning the detail of their work experience, certifications and other skills. This shall be subject to approval by the Bank. Bidder shall ensure that the manpower is technically competent and must possess requisite certifications from various OEMs as required. SBI shall have discretion of accepting or rejecting the manpower proposed. During the execution phase, any changes in the manpower deployment at site should be notified in writing to the Bank with the details of the new person assigned for the task, and approval for the same to be sought from the Bank.

1.1.5 The bidder shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Bank. The architect/consultant at the directions of the Bank from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as Architect's/Consultant's instructions in regard to : the variation or modification of the design, quality or

quantity of work or the addition or omission or substitution of any work, any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof, the demolition, removal and/or re-execution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.

1.1.6 Ownership of drawings: All drawings, specifications and copies thereof furnished by the SBI through its architect/ consultants are the properties of the SBI. They are not to be used on other work.

1.1.7 Detailed drawings and instructions: The SBI through its architects/consultants shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from. The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI.

1.1.8 All the equipment provided under this contract shall be complete with power cables. The Equipment shall operate on 230 volts, 50 Hz single phase AC power supply and the power cables shall be fitted with 3 pin, 5A (OR) 15A plug tops complying with Indian Electrical standards

1.1.9 The equipment are to be supplied under this tender shall be the industry proven products and not the R&D models. The equipment shall confirm to the requirements of relevant Indian & International Standards.

1.1.10 All the components of the main system shall be from the same Original Equipment Manufacturer (OEM). Assembled product of different makes or refurbished products shall not be accepted.

1.1.11 The System Integrator (SI, also referred as Bidder in this document) should ensure that products / technologies /services quoted under this project are not declared end of life by the respective OEM and also ensure that End-of-Life of the proposed product is not earlier than one year from the date of acceptance of the project.

1.1.12 The bidder should ensure that the spares and upgrades for the product shall be available at least for FIVE years from the date of acceptance of the project.

1.1.13 During warranty period replacement of defective components or sub-components shall be replaced by the brand new spare parts bearing the same OEM part number Only under exceptional circumstances of non-availability of spare of the same part number the compatible spare having different OEM part number may be accepted. However, in such cases the spare part to be supplied against the defective part shall be brand new and shall bear part number from the OEM.

1.1.14 The BOQ estimated by SBI is not exhaustive. Any additional items / components as required for the successful completion of the work under taken may be assessed by the bidder and the same may be incorporated in the offer. The BOQ as assessed by the bidder as above should be clearly indicated in the offer. Even at the time of execution, if any additional items / components are required to complete the system, notwithstanding the BOQ as identified by the bidder as above, the same shall be provided free of cost by the Bidder. Only such bidders who have quoted their prices for the complete scope in all respect shall be considered for evaluation.

1.1.15 The bidders are strongly advised to visit and examine the site (prior to pre-bid meeting) and to obtain himself, on his own responsibility, all information, such as the architectural and interior

drawings, that may be necessary for preparing the Bid and entering into a Contract. The expenditures of visiting the sites shall be at bidders own expenses. The bidders should do necessary environmental survey for cabling, containments (conduiting and raceways) and towards copper piping, drain piping installation across the facility).

1.1.16 Scope for Installation, Testing, Commissioning and Handing over of the Project

The scope of work comprises Installation, Integration, Testing, Commissioning and Handing over of the supplied equipment under this project. The bidder shall dismantle and safe keep of the old Window/Hi wall Split and cassette AC and re install after servicing as per requirement. The bidder shall provide a comprehensive integrated turnkey solution. Any minor Electrical works, Civil interior work for false ceiling, flooring and minor carpentry work relating to the installation of the equipment supplied under this project shall be in the scope of the bidder.

The bidders shall quote for a total integrated turnkey solution covering all the above. The bidder shall supply and install all required Pipes, connectors, cables, etc. as well as the programming necessary to complete the installation of the project.

Installation & Commissioning inter alia including Supply, laying with suitable protection, termination / fixing of cables, connectors, lugs and other items, not specifically even mentioned in the Technical Specification, BOQ and is required to successfully complete the project shall be provided free of cost by the bidder.

1.1.17 The Bidder must furnish complete information asked in this tender. Bidder has to quote for the total scope of supply and other works. Amongst other things, the Bidder must supply the details /specifications regarding the following items along with his bid.

Software: Comprehensive write-up on features of software including but not limited to control panel software, AC system.

Site Preparation, Supervision and Installation.

Special requirements, if any, of operating parameters like the range of temperature, humidity, dust level and power requirement.

Printed Brochures / Pamphlet / Leaflet illustrating Technical details / specifications etc. for all the items / materials quoted should be enclosed with bid.

The Bidder must address all the above aspects in the same order and must indicate very specifically any deviation taken by him on account of make / configuration / technical and other particulars in a separate schedule included in the bid documents. Unless specifically brought out in the specific schedule as mentioned above, the bid shall be deemed to be in line with the technical and other particulars mentioned in the tender specifications.

Site Preparation, Supervision and Installation:

It shall be the responsibility of the bidder to supervise the site preparation by the owner (i.e. Bank) to ensure that the site is prepared as per his requirements such as environmental conditions, power requirements etc. The bidder shall ensure that his system operates efficiently under these conditions.

The bidder shall furnish along with his offer a list of facilities and other necessities required by him, if any, for site preparation etc. The bidder shall be fully responsible for installation and commissioning of

Signature and seal of the bidder

the equipment including cabling related to installed equipment (except power cables) and other related activities such as unpacking, uncarting, inspection etc. for which the owner shall provide the required space at his premises, the bidder will have to arrange by himself all testing equipment and tools required for maintenance and make his own transport arrangements.

The bidder shall furnish schematic drawings, signal flow diagrams with cable details, color coding and numbering of the cables. Final version of the Schematic drawings after execution shall be submitted as "As Built" Drawings and duly approved by the Bank / Architect / consultant. Detailed shop drawings for all the equipment to be flushed on the table / lectern / related furniture to be provided before starting the execution to the Bank, since it carries dependency on the other vendors/contractor on the site.

1.2 Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

ANNEXURE-A

ELIGIBILITY CRITERIA

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sr. No.	Eligibility Criteria	Documents to be submitted
1.	Bidders shall be the either Original Equipment Manufacturers (OEM) or A Bid specific authorized Channel partner of Carrier/Toshiba/Daikin/O General/Mitsubishi/Hitachi/Voltas/Blue Star/LG on behalf of the Principal / OEM. If OEM's authorized partner submits bid on behalf of the principal /OEM, the same partner shall not submit a bid on behalf of another principal /OEM for this tender.	1. If the applicant is Manufacturer (OEM), they should enclose the details of locations where the manufacturing and testing facilities are available. 2.If the bidder is an authorized partner for the OEM, the standard MAF (Manufacturer's Authorization Form) as per the Bank's format Annexure 3.5 should be submitted.
2.	The Bidder or its OEM should have permanent office or at least one service centre within the geographical area of Uttar Pradesh for quick response in case of breakdowns.	Copy of Self certification along with location and contact details of the said service center / office to be enclosed in this regard.
3.	The average annual turnover for financial year 2019-20, 2020-21, 2021-22 should not be less than Rs. 22.88 lacs.	Submit copies of audited balance sheets/ IT returns, form 26AS for the years as documentary evidence
4.	The Bidder must have similar work successfully in the last 7 years in one centres, any Central / State Govt Organization /PSU / Public Listed Company	A copy of satisfactory Performance Certificate from the client mentioning the VRV/VRF AC capacity and date of installation to be submitted.
5.	The firm/entity should have successfully completed similar work (HVAC VRV/VRF AC system) as detailed below in the period starting 1/09/2016. - Three similar single work order completed works each costing not less than Rs. 11.44 lacs. or - Two similar single work order completed works each costing not less than Rs. 15.26 lacs. or - One similar single work order completed works	Submit following details of only those works which are required to fulfill the above work experience PQ criteria : a) Name, address and contact nos. of client. : b) Work order reference and details (Submit copy of work order) :

	costing not less than Rs. 26.70 lacs.	c) Order Value : d) Date of start of work : e) Scheduled date of completion of work : f) Actual date of completion of work (Submit copy of completion certificate)
6.	Firm should have valid PAN card, GST registration	Submit copies of card, registration certificates
7.	Should be an income tax assessee for the previous three financial years, i.e. 2019-20, 2020-21, 2021-22.	Submit copy of IT returns for the years

Note: Documentary evidence like certificates etc. must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

1.3 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

B. THE BIDDING DOCUMENTS

1.4 Documents constituting the Bid

1.4.1 The Bidding Documents include:

- (a) PART 1 - Invitation to Bid (ITB)
- (b) PART 2 - Disclaimer
- (c) PART 3 - Instruction for Bidders (IFB)
- (d) PART 4 - Terms and Conditions of Contract (TCC)
- (e) PART 5 - Bid Forms, Price Schedules and other forms (BF)

1.4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

1.5 Clarification / Amendment of Bidding Document

1.5.1 Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any will be posted on Bank's website. No individual clarification will be sent to the bidders. It is the responsibility of the bidder to check the website before final submission of bids.

1.5.2 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.

- 1.5.3 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.
- 1.5.4 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- 1.5.5 In order to enable bidders reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

C . PREPARATION OF BIDS

1.6 Language of Bid

- 1.6.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

1.7 Documents Comprising the Bid

- 1.7.1 Documents comprising the **Technical Proposal Envelope**, should contain following:

- (a) Bid Form as per Annexure-3.2.1
- (b) BOM & Compliances - Annexure-3.1.1
- (c) Undertaking of Authenticity - Annexure-3.1.2
- (d) SLA T&C – Annexure-3.3
- (e) Retention Bank Guarantee – Annexure-3.4.1
- (f) MAF – Annexure-3.5
- (g) Masked Price Bid listing all the components as per Price Bid (Annexure-3.2.3) without indicating any prices.

completed in accordance with the clauses in the BID and duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder (Board resolution authorizing representative to bid and make commitments on behalf of the Bidder to be attached).

- 1.7.2 While submitting the Technical Bid, literature on the software / hardware if any, should be segregated and kept together in one section / lot. The other papers like EMD, Forms as mentioned above etc. should form the main section and should be submitted in one lot, separate from the section containing literature.

1.7.3 Any Technical Proposal not containing the above will be rejected.

1.7.4 The Technical Proposal should NOT contain any price information. Such proposal, if received, will be rejected.

1.8 Bid Form

- 1.8.1 The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to the Bank. Bids are liable to be

rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.

1.9 Bid Prices

1.9.1 Prices are to be quoted in **Indian Rupees** only.

1.9.2 Prices quoted should be inclusive of all Central / State Government levies, taxes, excise duty, custom duty etc., as also cost of incidental services such as transportation, insurance etc. **inclusive of GST, payable which will be reimbursed upon production of original receipts.**

1.9.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, *any upward revision* in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

1.10 Delivery Schedule & Penalty for Delayed Deliveries

1.10.1 Delivery of all equipment should be within 75 **Days** from date of placing of order.

1.10.2 In the event of the equipment not being delivered, installed, tested and commissioned within a period of 75 Days from date of Purchase Order, a penalty of 0.5% per week subject to a maximum of 5% of contract value.

1.10.3 This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.

1.10.4 The Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation. PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.

1.11 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

1.11.1 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:

(a) that, in the case of a Bidder offering to supply products and/or Systems under the Contract which the Bidder did not produce, the Bidder has been duly authorized as per authorization letter (Annexure-3.5)

(b) that adequate, specialized expertise are available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance during the warranty period and provide necessary maintenance services.

1.12 Documentary Evidence Establishing Eligibility of Products and Conformity to Bidding Documents

1.12.1 The Bidder shall submit point by point compliance to the technical specifications and it should be included in the Bid.

- 1.12.2 Any deviations from specifications should be clearly brought out in the bid.
- 1.12.3 The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services it proposes to supply.

1.13 Earnest Money Deposit (EMD)

1.13.1 The Bidder shall furnish, as part of its Bid, an EMD of Rs. 61,500.00(Rs. Sixty One Thousand Five Hundred Only)

1.13.2 The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.

1.13.3 The EMD shall be denominated in Indian Rupees and shall be in the form of a Demand Draft or Bank Guarantee as per Annexure-3.4.2, issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Lucknow and valid for a period of 90 days.

{ In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted. }

1.13.4 Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.

1.13.5 The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of bid finalisation.

1.13.6 The successful Bidder's EMD will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee (PBG) equivalent to 2.5% of the value of the contract as per format in Annexure-3.4.2. The PBG will be for the period of the contract with claim period of 3 months after date of expiry of PBG.

1.13.7 The EMD may be forfeited:

- a) if a Bidder withdraws his Bid during the period of Bid validity specified in this tender; or
- b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- c) in the case of a successful Bidder, if the Bidder fails;
 - (i) to sign the Contract;

or

 - (ii) to furnish Performance Bank Guarantee

1.14 Period of Validity of Bids

1.14.1 Bids shall remain valid for a period of 90 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

- 1.14.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD.
- 1.14.3 The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

1.15 Format and Signing of Bid

- 1.15.1 Each bid shall be in two parts:-

Part I- Technical Proposal.

The Technical bid should be submitted online on GeM portal, and EMD should be submitted offline in as sealed envelope super scribed with “EMD for Supply, Installation, Testing, Commissioning (SITC) of System at Administrative Varanasi”

Part II- Online Price Proposal.

“Online Price Bid” shall be submitted online on the GeM portal.

- 1.15.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- 1.15.3 Any inter-lineation's, erasures or overwriting shall be valid **only** if they are initialed by the person signing the Bids. The Bank reserves the right to reject bids not conforming to above.

D. SUBMISSION OF BIDS

1.16 Sealing and Marking of Bids

- 1.16.1 The Bidders' shall seal the NON-WINDOW envelopes containing one copy of “EMD”.
- 1.16.2 The inner envelopes shall be addressed to the Bank at the address given in Part-I above and marked as described in Clause 1 above.
- 3.16.3 The outer envelope shall:
- a) be addressed to the Bank at the address given in Part-I ; and
 - b) bear the Project Name **“Supply, Installation, Testing, Commissioning (SITC) of HVAC VRF/VRV air conditioning System at Administrative Varanasi”**
- 1.16.4 All envelopes should indicate the name and address of the Bidder on the cover.
- 1.16.5 If the envelope is not sealed and marked, the Bank will assume no responsibility for the bid's misplacement or its premature opening.

1.17 Deadline for Submission of Bids

- 1.17.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the “Schedule of Events” in Invitation to Bid.
- 1.17.2 In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received upto the appointed time on the next working day.
- 1.17.3 The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

1.18 Late Bids : Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.

1.19 Modification and Withdrawal of Bids

- 1.19.1 The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- 1.19.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.
- 1.19.3 No Bid may be modified after the deadline for submission of Bids.
- 1.19.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its EMD.

E. Opening and Evaluation of Bids

1.20 Opening of Technical Bids by the Bank

- 1.20.1 The Bidders’ names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening.
- 1.20.2 Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

1.21 Preliminary Examination

- 1.21.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- 1.21.2 Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which

conforms to all the terms and conditions of the Bidding Document without any deviations.

1.21.3 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

1.21.4 If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

1.22 Technical Evaluation

1.22.1 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 by the Bank 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.

1.22.2 The Bank reserves the right to evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc.

1.22.3 Bank will evaluate the technical and functional specification of all the equipments quoted by the Bidder.

1.22.4 During evaluation and comparison 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.

1.23 Evaluation of Price Bids and Finalisation

1.23.1 Only those Bidders who qualify in pre-qualification and Technical evaluation would be shortlisted for commercial evaluation via e-Tender through "sealed bid option" conducted by the Bank's authorized e-Procurement service provider, details of which are provided in NIT.

1.23.2 The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Reverse Auction.

1.23.4 Arithmetic errors, if any, in the price breakup format will be rectified as under :

(a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.

(b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.

(c) If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

1.23.5 For factors retained in the Bid, one or more of the following quantification methods will be applied:

- (a) Delivery Schedule: The System and/or Services covered under this bid are to be installed and commissioned within the period mentioned in Clause 3.10.1. No credit will be given to early deliveries.
- (b) Quotation of Prices for all Items: The Bidder should quote for complete solution proposed/listed in this Bid. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete bids.

1.23.6 Bank may waive off any minor infirmity or non-conformity or irregularity in a bid(*i.e. technical bid or Price bid*), which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

1.24 Contacting the Bank

- 1.24.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.
- 1.24.2 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

1.25 Award Criteria

- 1.25.1 The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.
- 1.25.2 The Bank reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services or change in location where equipments are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

1.26 Bank's right To Accept Any Bid and to reject any or All Bids : The 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 contract award, 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.

1.27 Notification of Award

- 1.27.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.
- 1.27.2 The notification of award will constitute the formation of the Contract. The selected

Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.

1.27.3 Upon notification of award to the L1 Bidder, the Bank will promptly notify each unsuccessful Bidder and will discharge its EMD.

1.28 Performance Bank Guarantee: Performance Bank Guarantee of 2.5% of the Bid Value/Final Bill value in the format at Annexure-3.4.2 to be submitted by the successful Bidder for a period of contract from a Scheduled Commercial Bank other than SBI within a week of receipt of formal communication from the Bank about their successful bid. Purchase Order will be released only after receipt of the Performance Bank Guarantee

{In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted. }

1.29 **Signing of Contract :**

1.29.1 In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.

1.29.1 Failure of the successful Bidder to comply with the requirement of Clause 3.30 (if required) or Clause 3.31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

1.29.2 The Bank reserves the right either to invoke the Performance Bank Guarantee or to cancel the purchase order or both if the Bidder fails to meet the terms of this tender or contracts entered into with them

1.30 Miscellaneous

1.30.1 The selected Bidder should carry out all installation tasks in coordination with the Estate Department, depending on the Bank's requirement.

1.30.2 The selected Bidder should undertake, during the period of contract, if required by the Bank, the relocation / shifting of the equipment without any cost to the Bank.

1.30.3 The Selected bidder (Service Provider) has to get itself annually audited by external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Service Provider are required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

1.30.4 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the

Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

1.30.5 Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected bidder in conjunction with the services provided to the Bank.

Note: Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.

PART - 2. TERMS AND CONDITIONS OF CONTRACT (TCC)

2.1 Definitions : In this Contract, the following terms shall be interpreted as indicated:

- 2.1.1 “The Bank” means State Bank of India, its Associate, Subsidiaries and Joint Ventures located in India.
- 2.1.2 “The Contract” means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 2.1.3 “Vendor” is the successful Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Bank.
- 2.1.4 “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- 2.1.5 “The Equipment” means all the hardware / software and / or services which the Vendor is required to supply to the Bank under the Contract;
- 2.1.6 “The Services” means those services ancillary to the supply of the Products, such as transportation and insurance, installation, commissioning, customization, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract;
- 2.1.7 “TCC” means the Terms and Conditions of Contract contained in this section;
- 2.1.8 “The Project” means supply, installation, testing and commissioning of computer hardware / software & services with 2 year Warranty.
- 2.1.9 “The Project Site” means various branches / offices of the State Bank of India where the equipment is to be supplied, installed and commissioned.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

2.2 Use of Contract Documents and Information

- 2.2.1 The Supplier shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 2.2.2 The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

3.3. Country of Origin / Eligibility of Goods & Services

- 3.3.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- 3.3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.4. Use of Contract Documents and Information

- 2.4.1 The Vendor shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2.4.2 The Vendor shall not, without the Bank’s prior written consent, make use of any document or information except for purposes of performing the Contract.
- 2.4.3 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor’s performance under the Contract, if so required by the Bank.

2.5. Patent Rights

- 2.5.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

2.6 Inspection and Quality Control Tests

- 2.6.1 The Bank reserves the right to carry out pre-shipment factory / godown inspection at by a team of Bank officials or demand a demonstration of the solution proposed on a representative model in Bidder’s office.
- 2.6.2 The Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance would be as follows:
- (a) Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods , by the Bank / Bank’s Consultants / Testing Agency.

- (b) The supplier should intimate the Bank before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;
- (c) Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
- (d) In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
- (e) The inspection and quality control tests may be conducted on the premises of the Supplier, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Bank's representatives to be borne by the vendor.
- (f) Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
- (g) The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.
- (h) On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate will be signed by the representative of the Bank.

2.6.3 The Bank's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

2.6.4 Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

2.7 Delivery & Documentation

2.7.1 The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.

2.7.2 Delivery of the equipment shall be made by the Vendor in accordance with the system approved / ordered. The details of the documents to be furnished by the Vendor are specified

hereunder:-

- (a) 2 copies of Vendor's Invoice showing Contract number, Products description, quantity, unit price and Total amount.
- (b) Delivery Note or acknowledgement of receipt of Products from the Consignee or in case of products from abroad original and two copies of the negotiable clean Airway Bill
- (c) 2 copies of packing list identifying contents of each package.
- (d) Insurance Certificate.
- (e) Manufacturer's / Vendor's warranty certificate.

4.7.3 The above documents shall be received by the Bank before arrival of Products (except where it is handed over to the Consignee with all documents) and if not received the Vendor will be responsible for any consequent expenses.

2.7.4 Delivery, Installation and commissioning of the equipment shall be made by the vendor in accordance with the system approved / ordered.

2.7.5 **For the System & other Software, the following will apply:**

- (a) The vendor shall supply standard software packages published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
- (b) The Vendor shall provide complete and legal documentation of all subsystems, **licensed operating systems, licensed system software, licensed utility software and other licensed software**. The Vendor shall also provide **licensed software** for all software products whether developed by it or acquired from others. There shall not be any default in this regard.
- (c) In case the Vendor is providing software which is not his proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.
- (d) The vendor shall explicitly absolve the Bank of any responsibility / liability for use of system / application software delivered along with the equipment, (i.e. the vendor shall absolve the Bank in all cases of possible litigation / claims arising out of any copyright / license violation) for software(s) published either by third parties, or by themselves.

2.8 Acceptance Procedure: On successful completion of installation, commissioning, acceptability test, receipt of deliverables, etc., the acceptance certificate (Annexure-3.6) signed by the Vendor and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

2.9 Insurance :

2.9.1 The insurance shall be in an amount equal to 110 percent of the value of the Products from
Signature and seal of the bidder

“Warehouse to final destination” on “All Risks” basis, valid for a period not less than one month after installation and commissioning and issue of acceptance certificate by the Bank.

2.9.2 Should any loss or damage occur, the Vendor shall:

- a) initiate and pursue claim till settlement and
- b) promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

2.10 **Warranty / Uptime / Penalty:**

The entire illumination system shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 24 months from the date of issue of completion certificate for the entire work, which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor at his own cost within the time specified. During the said period of 24 months, the contractor (successful tenderer) shall make periodical inspection of the working of the illumination system free of charge at least once a month or earlier, if required, and attend to the testing of the various parts and such other service that may be required of him. All routine maintenance/service calls during the defects liability period will also have to be attended in a prompt manner. The warranty period shall be 12 months from the date of handing over of the system to the Bank.

2.11 **Payment Terms**

2.11.1 Payment shall be made in Indian Rupees.

2.11.2 Payment for this bid will be released as under :

- (a) 70% of the Total amount due on Delivery and 25% after installation. Payment will be released after receipt of Invoice and Installation & Commissioning Certificate duly signed by the Bank’s Engineer/Architect. As already stated, for reasons of delays in installation and commissioning not attributable to the Bank the liquidated damages may be levied as stated.
- (b) Balance 2.5% after virtual completion certificates and 2.5% the expiry of warranty period OR Against submission of Bank Guarantee from a Scheduled Commercial Bank other than SBI or its Associate Banks, for an equivalent amount valid for the period of 14 months from the date of acceptance (Annexure-3.4.1).

2.11.4 Payments will not be released for any part-shipment or short-shipments.

2.12 **Prices**

2.12.1 Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in taxes, duties, levies, charges, etc.

2.12.2 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in

Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

2.12.3 The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

2.13 Change Orders

2.13.1 The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

- (a) Method of shipment or packing;
- (b) Place of delivery;
- (c) Quantities to be supplied subject to 25% above or below the originally declared quantities.

2.13.2 If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of Vendor's receipt of Bank's change order.

2.14 Contract Amendments: No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

2.15 Assignment: The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

2.16 Delays in the Vendor's Performance

2.16.1 Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed.

2.16.2 If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

2.16.3 Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

2.17 Liquidated Damages : If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of

Liquidated Damages as mentioned in clause 4.16.3 above, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent per week or part thereof of contract price subject to maximum deduction of 5% of the delivered price of the delayed Products or unperformed services for each week or part thereof of delay, until actual delivery or performance or for any loss is suffered by the Bank due to Acts attributable to the Service Provider. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

2.18 Conflict of Interest:

Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification. The Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
- (f) such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

2.19 Fraud & Corrupt Practices:

2.19.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.

2.19.2 Without prejudice to the rights of the Bank under Clause 21.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any EOI/tender issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

2.19.3 For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

2.20 Termination for Default

2.20.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

- (a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

or

- (b) If the Vendor fails to perform any other obligation(s) under the Contract.

2.20.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

2.21 Force Majeure

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

2.21.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.21.3 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.

2.21 Termination for Insolvency: The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or insolvent *or any application for bankruptcy, insolvency or winding up has been filed against it by any person*. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

2.22 Termination for Convenience: The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

2.23 Resolution of Disputes :

2.23.1 The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

2.23.2 If, the Bank and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

2.23.3 The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Bank and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Vendor. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Vendor. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by agreement between the parties.
- (b) Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

2.24 **Governing Language** : The governing language shall be English.

2.25 **Applicable Law** : The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Mumbai.

2.26 **Addresses for Notices**

2.26.1 The following shall be the address of the Bank and Vendor.

Bank's address for notice purposes:

Asstt. General Manager (P&E)
State Bank of India,
Local Head Office,
Lucknow-226001

Vendor's address for notice purposes

<To be filled in by the Vendor>

2.26.2 A notice shall be effective when delivered or on effective date of the notice whichever is later.

2.27 **Taxes and Duties**

2.27.1 *All duties, cess and taxes including local taxes /cess , Octroi charges, license fees, **road permits**, etc. in connection with delivery of products at site including any incidental services and commissioning (**including GST at applicable rates**) , if any, which may be levied, shall be borne by the Service Provider and Bank shall not be liable for the same.*

The GST will be payable by the Bank on actual.

All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this tender process shall be borne by Service Provider

2.27.2 **Income / Corporate Taxes in India:** The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.

2.27.3 **Tax deduction at Source:** Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

2.27.4 The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard

to such deductions thereof as may be imposed on him by such laws and regulations.

2.28 Vendor's obligations

- 2.28.1 The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- 2.28.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- 2.28.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- 2.28.4 The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- 2.28.5 The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- 2.28.6 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.
- 2.29 Patent Rights/Intellectual Property Rights :** In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.
- 2.30 **Right to use defective product:** If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.
- 2.31 Limitation of Liability:** For breach of any obligation mentioned in this agreement, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total cost of the project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

The limitations set forth herein shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to IPR infringement,
- (i) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
- (i) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- (i) When a dispute is settled by the Court of Law in India.
- (i) Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

3.1 Comprehensive Annual Maintenance Contract (AMC)

The tenderer's bid should contain (break up to be submitted in time subsequently if bid accepted) his rates for 2nd, 3rd and 4th years after defect liability period of 1 years after completion in rupees per annum for all inclusive Comprehensive Maintenance Contract inclusive of all material, labour and any other costs. The quoted AMC rate should be inclusive of all duties, levies, taxes, costs like transportation, handling, insurance etc. AMC, will commence after the end of Defects Liability Period. The approval for the AMC shall be issued after defect liability period, subject to Bank's discretion. AMC RATES ARE TO BE QUOTED INCLUSIVE OF GST, HOWEVER, BILL IS TO BE RAISED SHOWING GST ADDITIONALLY AT PREVALENT RATES/RULES, IF ADMISSIBLE. Payment for AMC shall be made yearly basis after providing satisfactory services. The Bank will take

PART 3 : BID FORM, PRICE SCHEDULES

AND OTHER FORMATS

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ANNEXURE – 3.1.1

Technical & Functional Specifications

NAME & SCOPE OF WORK:

“SITC OF VRV/ VRF system and hi wall split, cassette and window AC units at SBI, Administrative Office, Varanasi, U.P.”

. The New VRV/VRF System should be latest in technology, most energy efficient, and easy to maintain and operation.

– The Make of VRV/VRF system should be as per tender specifications.

– The technical support team should be available in the location / city to take care of any specific technical problem arises in VRV / VRF system.

– The L1 vendor shall prepare the necessary layout and related drawings for the SITC of the units and got approved from the Bank.

– As the VRV / VRF system is to be installed in the commercial area, while supply, installation, testing and commissioning of the units all the local authorities / RWA protocol should be take care by the L1 vendor.

– All necessary drawings / manuals etc related to the VRV/ VRF system should be provided to the location and to the bank.

– All necessary approval, if any related to installation etc from local authorities to be taken care by the L1 vendor.

– The works should be performed in such a manner that not to disturb any of the other stakeholders / Office.

– As the dismantling involves cutting of false ceiling and repairing of the same after installation of new VRV/ VRF system, L1 vendors must ensure that there should not be any structural damages / any other damages to the property, if any thing happens due to the same, the all necessary repair / replacements to be born by the L1 bidder and no any payments shall be made by the bank.

– All other accessories / materials to be used for installation / maintenance of the same should be as specified for the OEM machine units.

– The L1 vendors shall also arrange for the Water supply / Electrical connections, if any required at his own cost.

– The L1 vendors shall be liable for all their material / manpower and their safekeeping at their end.

– The L1 vendors should keep all insurance / bonds as desired for their Material / manpower at their cost. The L1 vendor shall take all necessary insurance to their workmen staff. If, any injuries / casualties arises to their workmen / supervisors etc the Bank will not be liable for the same and all claims to be settled by the L1 bidders only.

– The L1 bidder shall follow all safety precautions / labour laws / Government guidelines / local laws related for the said work etc as specified by time to time.

– All necessary safety precautions as specified by the Central govt/ state govt / local authorities related to Covid-19 should be followed by the L1 vendors.

– The L1 vendors must follow the proper SOP as per CPWD guidelines while installation of the units.

– If any deviation, the L1 vendors must get the approval from the Bank.

– The L1 bidder must complete the work within the specified timelines and the within the tender quantities. If any deviation arises, the L1 vendor must take prior approval from the Bank to execution of the said work.

– No deviation in the rates are allowed / no conditional tenders are allowed.

– The L1 vendor have to follow all necessary instructions / guidelines issued by bank for execution of the work.

– The Bank have all rights to terminate any related / all works, at any stage of time, without assigning any reason to the bidder.

– The Bidder must quote the price for the CAMC considering all factors / future constraints etc and enter into the contract. At any stage during warranty / CAMC tenure, if the performance of the vendor

is not found satisfactory / bidder denied to maintain the units, the Bank has all right to invoke the Bank Guarantee / Security deposit and assign the work to other agency at their cost and bank is not liable for any payments to the bidder.

- **The CAMC charges quoted should include the cost of all labour, consumables, repair /replacement of compressor, PCB, Coils, capacitors, Gas Charging, or any other faults as identified and other spare parts required for maintaining the various types of Air conditioners as stated in the tender document in perfect working condition, excluding only the Plastic parts not stated above. The rates quoted also includes all other taxes, duties, loading, unloading, transportation, lifting, shifting, other expenses etc. from and to the site. Only GST (As Applicable) shall be paid extra.**

- The Air Conditioners (types as stated above) and other related equipment's should be serviced properly so that the required temperature can be maintained.

- Four preventive maintenance of Air Conditioners (types as stated above) in a year.

- Checking and rectification of all leakages and their repair.

- Checking of compressors and its accessories, their repair / replacements as required for smooth functioning

- Cleaning of evaporator/ condenser coils four times in every year or as required.

- Replacement/top up of refrigerant gas as a result of wear & tear.

- Checking of controller/PCB for its proper functioning and repair/ replacement of the same if found necessary.

- Attending unlimited numbers of emergency call/ complaints/ Breakdown calls within 2-4 hours of lodging of complaint by any means of communication. The faults must be rectified within 24 Hours and in case of compressor repair/replacement or PCB repair/replacement maximum within 48 Hours. If the complaint is not resolved within the stipulated period as above the same will be treated as unsatisfactory service until proper justification of same is not provided. The penalty of Rs.1500/- per day may be levied in way of liquidated damages upto rectification of faults /unit. The liquidated damages may be recovered in subsequent bills / PBG.

- The contractor shall carry out preventive maintenance / checks as per CPWD specification, respective trade practice and maintenance instruction manuals for installation and the maintenance is to be carried out as per instructions of Engineer -in-charge and CPWD specification. The contractor shall record the entries and complaint details in the proper register along with the time schedule of lodging of the complaint to the rectification of the issue apart from day to day maintenance of equipment's.

- All the materials required for carrying out operation and day-to-day maintenance services will be supplied by the contractor.

- The contractor shall take over the Air Conditioners before commencement of the work and make over the same as the time of completion of contract in original condition. However, normal wear and tear will not be the responsibility of the contractor.

- The contractor will assess the requirement of materials for preventive maintenance and breakdowns and will have in stock the same for smooth functioning of the Air Conditioners.

- **The CAMC contract shall initially be for Three year period after expiration of defect liability period of one year. In case the service of the contractor is not found satisfactory, Bank may terminate the contract after giving one month's notice and invoke the security deposit.**

- The L1 contractor has to deposit 5% of the total contract value as security deposit in the form of in the form of FDR in joint name for the entire period of contract. First name will be SBI and will be discharged in favour of Bank by the contractor. The EMD submitted with tender shall be released thereafter.

- Bank reserves the right to reject any or all the tenders / quotations without assigning any reason.

- For CAMC, The service provider shall depute at-least one team at a time from (each team having one skilled technician and one helper) in all working days and if required on any other days as desired by

bank, attend and rectify the faults on priority basis for the stated location, though the clause 9 of name & scope of work states the timelines for attending the faults , but In case of urgency and priority calls the LI vendor has to attend the same on highest priority and rectify the same as the earliest.

- All taxes, as prevalent on date and as per rules, shall be deducted at source from all bills.
- Irrespective of the fact, whether the Minimum Wages Act is applicable or not. The payment of the labour charges to the laborers, highly skilled, skilled or unskilled shall be made by the contractor as per the notification issued from time to time by the appropriate Government under the Minimum Wages Act.
- The liability of the contractor, if any, under various laws is emphasized, in case Bank suffers in any manner due to non-compliance of any law on the part of the contractor, the contractor shall indemnify the Bank in all respects.
- That the contractor shall be responsible for the behaviour of the workers engaged / appointment by him. In case any such worker misbehaves with any staff then the Bank can direct the contractor to remove such worker from the Bank's Complex and Bank shall be within its right to forbid the entry of such workman or any other person there being and on behalf of the contractor, in the Complex in question.
- In case the contractor or any their employee fails to fulfill their obligations for any day or any number of days to the satisfaction of the bank, for any reason whatsoever, they shall pay way of liquidated damages up to at the rate of 0.5% of the Contract Value per week, subject to a maximum of 5% of the accepted Contract Value and the bank shall without prejudice to their other right and remedies, be entitled to deduct such damages from the money, if any payable to the contractor.
- Complaint register, demand register, workman's diaries, log book for all kind of preventive maintenances, periodical inspection books on CPWD format are to be maintained and every work is to be recorded in the respective register. The log books / registers shall be provided by the contractor at his cost.
- The CONTRACTOR shall carry out preventive maintenance checks as per program given by the Bank's engineer or as per CPWD specifications of respective trade practice and maintenance instruction. Normally information of break down faults, defects etc. noticed by the contractor shall be recorded by them and action be initiated immediately. It should also be brought to the notice of the Bank.
- The CONTRACTOR shall have required number of caution boards such as "Man on line". Don't switch on" for displaying on the controlling switch gears, while undergoing repair work.
- The CONTRACTOR will follow all safety rules as per tender documents and also required safety precautions while doing work on the equipment's as notified by the local & government authorities.
- Local security rules shall be observed and followed by the Contractor and his staff.
- The CONTRACTOR shall arrange to render efficient service as outlined in these specifications. In case he fails to maintain the satisfactory service and if the Bank and the department have to incur any expenditure to maintain the installation by itself or from the alternate arrangement, the same will be recovered, from the vendor.
- The bank has reserved its right to discontinue the contract at any time without assigning any reason.
- The CAMC payment will be made on Quarterly basis, on written request after satisfactory services re rendered on completion of each quarter, nothing in advance will be payable to the vendor. No advance payment of any kind shall be made.
- The CONTRACTOR shall employ qualified / trained persons for maintenance of Air Conditioners as stated in the tender document and shall be fully responsible to obtain such licenses for taking up the above work as are prescribed by the state/local bodies / government /CPWD both for maintenance and helping staff. They shall also be responsible for any periodic statutory inspections to be carried out on the equipments, rectification of defects pointed out during such inspections etc. A failure of contractor to comply with all penalties imposed by the state/ local bodies and the inspection and subsequent rectification will be carried out by the Bank at his risk and cost.

- The contract can be terminated by the SBI, Assistant General Manager (P&E) / without assigning any reasons by giving a notice period of 30 days at any time during the period of contract. No claim for any compensation will however be entertained due to such termination prior to the expiry of stipulated period of contract.
- In case of any accident during the maintenance of the equipment leading to injuries / damages to human beings / equipment, the contractor will settle all claims and indemnify the department against any claims arising out of such accident consequent damages to other system will however be not recoverable from the contractor. • The fair wages will be paid by the contractor to the staff as per the prevailing govt. Labour Laws in force and as may be amended from time to time during this contract and nothing extra shall be paid by the Bank in this regard P.F.ESIC Bonus etc. as per prevailing Labour Laws will be paid by the contractor, if applicable to the employees.
- The CONTRACTOR will provide technical advices for proper maintenance of the system and their safety and when it is sought by the department.
- The CONTRACTOR shall visit the premises and ascertain himself with all the working conditions, conditions of the Air Conditioners, before quoting. No excuses regarding the same will be entertained by the Bank after the tender opening and award of work to the L1 Vendor
- As per terms of the contract, extra manpower will have to be procured/ provided by the contractor as and when required and nothing extra for about shall be paid by us for the same. No overtime shall be paid.
- The CONTRACTOR shall obtain adequate insurance policy in respect of his workmen to be engaged for the work towards meeting the liability of compensation arising out of death / injury / disablement at work etc.
- The CONTRACTOR shall provide two sets of uniform (Colour will be decided by Bank) including shoes for summer and in winter one set of woolen sweater and one set of blazer to his employees at its own cost as per approved colour and specification of the Bank and ensure their cleanliness and use. Identity cards shall be issued by the contractor to all its employees and they will wear it in the Bank.
- The CONTRACTOR /Contractor's engineer shall visit the site/ office in a week and also as and when required. Please note that no residential accommodation shall be provided by the Bank.
- The Contractor will have to agree for the lowest approved rates for miscellaneous job to be executed at the site.
- The contractor shall take over the entire Air Conditioners before commencement of the work and hand over the same at the time of completion of contract in original conditions. However, normal wear and tear will not be the responsibility of the contractor.
- All the taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement which are liable to be payable by the contractor and paid to the respective Government Departments or authorities as may be required under law and the contractor shall have no claim against the Bank in respect of any or all such payments.
- The contractor should possess, for the entire duration the licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation and Abolition) Act 1950 and rules there under. The contractor shall comply with all rules and regulations in force under the said Act and rules. The contractor shall comply with all applicable laws, rules and regulations relating to Provident Fund, Payment of Bonus, Minimum wages or any Statutory / Regulatory requirements. Any dispute regarding such dues shall and be settled by the contractor.
- Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles / equipments or any part thereof by the Bank to the Contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.

- The contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank at its discretion but without prejudice to its other rights and remedies terminate this contract.
- The contractor shall be responsible for any loss due to theft / pilferage and/or damage to the Bank's property, when such image is, in the opinion of the Bank caused due to negligence, carelessness or any fault on the part of the Contractor or his Workmen / employees engaged for the services. The contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.
- Local Laws, Acts, Regulations. The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project and as stated below:
 - Minimum Wages Act, 1948 (Amended)
 - Payment of Wages Act 1936 (Amended)
 - Workmen's Compensation Act 1923 (Amended)
 - Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
 - Apprentice Act 1961 (Amended)
 - Industrial Employment (Standing Order) Act 1946 (Amended)
 - Personal Injuries (Compensation Insurance) Act 1963 and any other modifications.
 - Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
 - Shop and Establishment Act
 - Any other Act or enactment relating thereto and rules framed there under from time to time.

Agreed and accepted all the above Terms and Conditions

Signature of Contractor

Date:

TECHNICAL SPECIFICATIONS

S.N	DESCRIPTION	QTY.	UNIT
	PART - A SITC of Equipments		
	(Carrier, Toshiba, Daikin, O General, Hitachi, Mitsubishi, Voltas, Blue Star, LG.)		
1	Variable Refrigerant Volume/Variable Refrigerant Flow System: Supply of variable refrigerant volume/Variable Refrigerant Flow modular type air conditioning system with individual controller and heating cooling feature as per detail given in specification and dwg.		
	Supply of modular type Variable Refrigerant Flow / Variable Refrigerant Volume air cooled Outdoor units suitable for cooling and heating, having all hermetically sealed inverter type Scroll/Rotary Compressor (s) , minimum two compressors for above 14 HP modules, microprocessor based Controller, top discharge type condensing unit(s), with R410A Refrigerant, vibration isolators, with suitable foundation etc. complete as required. The unit shall deliver the rated capacity at AHRI Conditions and work even at 54.0°C ambient temperature without tripping. The unit shall be suitable to work on 400V+/-10%, 3Phase, 50Hz AC power supply. The unit shall be filled with first charge of the refrigerant and ready for use as required. The COP at AHRI conditions shall not be less than 3.1 and IEER not less than 6.0 .		

Signature and seal of the bidder

a	Outdoor Unit		
i	22 HP	3.00	No
ii	34 HP	2.00	No
b	Indoor Unit +Remote +Refnet		
	Supply of following minimum capacity 4-way flow VRV / VRF Cassette Type Indoor ceiling mounted unit equipped with synthetic washable media pre-filter, fan section with low noise fan / dynamically balanced blower, multispeedmotor, coil section with DX Copper coil, electronic expansion valve, outer cabinet, drainpump, grill, necessary supports, vibration isolation, cordless remote control etc., suitable for operation on single phase 230V ±10%, 50HzAC supply, complete, as required. The unit shall have automatic force shutdown provision in case of fire on receiving signal from BMS System. The cooling capacity of indoor unit will be at air inlet conditions of 27 Degree CDB and 19 Degree CWB temperature.		
	Ground Floor		
i	4-Way Cassette Unit 4.0 TR,	12.00	No
	First Floor		
i	4-Way Cassette Unit 3.0 TR,	1.00	No
ii	4-Way Cassette Unit 4.0 TR,	8.00	No
	Second Floor		
i	4-Way Cassette Unit 4.0 TR,	7.00	No
2	Supply of ceiling suspended energy efficient 4 way air-flow Cooling type single phase 2 Tr, BEE rated 3 Star Cassette type split air conditioner in recessed manner in false ceiling with full function wireless remote and auto restart feature, Copper condenser coils and Copper cooling coils , company provided copper refrigerant, fan and fan motor drain pan and cordless Remote controller pipe complete in all respects with indoor/ outdoor unit, gas charge etc. Acceptable makes of AC:Carrier, Toshiba, Daikin, O General, Hitachi, Mitsubishi, Voltas, Blue Star, LG	1.00	No
3	Supply of 2 Tr hi wall type BEE rated 5 star inverter technology split air conditioner with full function wireless remote and auto restart feature, with indoor/outdoor unit, gas charge, Copper condenser coils and Copper cooling coils company provided copper refrigerant pipe complete in all respects. Acceptable makes AC: Carrier, Toshiba, Daikin, O General, Hitachi, Mitsubishi, Voltas, Blue Star, LG.	2.00	No
4	Supply of 1.5 Tr hi wall type BEE rated 5 star inverter technology split air conditioner with full function wireless remote and auto restart feature, with indoor/outdoor unit, gas charge, Copper condenser coils and Copper cooling coils company provided copper refrigerant pipe complete in all respects. Acceptable makes AC: Carrier, Toshiba, Daikin, O General, Hitachi, Mitsubishi, Voltas, Blue Star, LG.	4.00	No
	Total Part-A		
	Part-B : SITC of Low side		
1	Installation, testing and commissioning of variable refrigerant volume/Variable Refrigerant Flow modular type airconditioning system complete with indoor and outdoor units with individual controller and cooling feature with refrigerant piping, gas charging R-410 as per detail given in specification and dwg.	1.00	Lot

2	Refrigerant Piping (VRV/VRF)		
	SITC of Refrigerant piping Interconnecting pipe work with (19mm/13 mm thick) closed cell elastomeric nitrile rubber tubular insulation (including R410a Gas) between each set of indoor & outdoor units as per specifications, all piping inside the room shall be properly supported as under		
a	Soft Copper Cu piping (with 13 mm nitrile rubber insulation)	300	Rmt
b	Hard Cu piping (with 19 mm nitrile rubber insulation)	300	Rmt
3	Drain Piping		
	Supply and installation of rigid PVC piping complete with fittings, supports as per specifications and duly insulated with 6 mm thick closed cell nitrile rubber insulation.		
a	40 mm	60	Rmt.
b	32 mm	100	Rmt.
c	25 mm	120	Rmt.
4	Control & Transmission Wiring for VRV/VRF System		
	Supply and installation of control cum transmission wiring of 2 Core x 1.5 sqmm copper between ODU and IDU..	650	Rmt.
	Total Part-B		
	Part-C		
	Wall/Ceiling mounting of hi wall/cassette type split Air Conditioner of different make.		
1	Unmounting, servicing and refixing of banks (available on site) split Air Conditioner at marked locations. Including cost of gas filling. AC units may be of different brands, vendor have to coordinate with manufacturers.		
a	1.0 TR HWM Split Indoor Unit + outdoor & stabilizer	7.00	No
b	1.5 TR HWM Split Indoor Unit + outdoor & stabilizer	19.00	No
c	2.0 TR HWM Split Indoor Unit + outdoor & stabilizer	13.00	No
2	Supply, installation, testing and commissioning of insulated copper refrigerant piping set (suction and discharge) duly insulated by nitrile rubber. Size (thickness and dia) of both Copper pipe should as per recommendation of AC manufacturer's technical specification. (Old pipe dismantled from branch is also to be used) Makes:Totaline/ Met Tube/ Diamond/ Star/ Camipro. (Only single distance will be measured between Indoor & Outdoor Units)		

a	1.0 TR HWM Split Unit	105.00	Mtr.
b	1.5 TR HWM Split Unit	285.00	Mtr.
c	2.0 TR HWM/Cassette Split Unit	195.00	Mtr.
3	Supply, installation, testing and commissioning of inter connecting wiring/ cabling between indoor and outdoor of Cassette type split AC (power supply will be made available at the outdoor unit, please quote accordingly) (Only single distance will be considered)		
a	1.0 TR HWM Split Unit	112.00	Mtr.
b	1.5 TR HWM Split Unit	304.00	Mtr.
c	2.0 TR HWM/Cassette Split Unit	208.00	Mtr.
4	Unmounting AC units (indoor and out door) removing copper pipes and depositing the same to Bank store department.		
a	Split AC (all variant)	15.00	No
b	window AC (all make and sizes)	15.00	No
c	Cassette AC (all make and size)	1.00	No
5	Installation, testing and commissioning of 4/2 TR cassette type air-conditioner with wall cutting/ mounting including making good of damages complete in all respects.	1.00	No
6	Installation, testing and commissioning of 2/ 1.5/ 1 TR Hi wall type split/window air conditioner with wall cutting/ mounting, stabiliser and making good of damages complete in all respects. For old AC dismantling also to be done.	1.00	No

This quantity is considered for all building and the work should be done as per site conditions.

We confirm that we comply with all the specifications mentioned in this tender & the terms & conditions mentioned in the tender Document are acceptable to us. The bill of material offered by us include all the hardware, software, licenses , cabling and other associated material to meet the tender scope, technical and functional requirement, warranty and post warranty AMC support for 3 years and on site resource requirement during warranty (1year) and post warranty i.e. AMC period of 3years.

Dated this day of 2023

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

ANNEXURE – 3.1.2
Undertaking of Authenticity

To

Assistant General Manager(Premises & Estate),
State Bank of India,
Local Head Office,
1st Floor, Moti Mahal Marg,
Hazratganj,
Lucknow - 226001

Sub: Undertaking of Authenticity for HVAC(VRF/VRV) Air Conditioning system for SBI AO Varanasi

Ref: Tender No. GEM/2023/B/3999626 Dated 25.09.2023

With reference to the equipment being quoted to you vide our Quotation No: _____ dated _____, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

2. We also confirm that in respect of licensed operating systems and other software utilities to be supplied, the same will be procured from authorized sources and supplied with Authorised License Certificate (eg Product keys on Certification of Authenticity in case of Microsoft Windows Operating System)

3. In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

4. In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware / Software already billed, we agree to take back the Desktops and Servers without demur, if already supplied and return the money if any paid to us by you in this regard.

5. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorised Service Centre / Reseller / SI etc.

Dated this day of 2023

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

ANNEXURE – 3.2.1
BID FORM (TECHNICAL BID)
(to be included in Technical Bid Envelope)

Date: _____

To

Assistant General Manager(Premises & Estate),
State Bank of India,
Local Head Office,
1st Floor, Moti Mahal Marg,
Hazratganj,
Lucknow - 226001

Dear Sir,

Ref: Tender No. GEM/2023/B/3999626 Dated 25.09.2023

We have examined the Tender, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and maintain the equipments detailed in Annexure-3.1.1, as per the terms and conditions spelt out in the tender. We shall participate and submit the commercial bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this tender.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this tender for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this tender.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
- The rate quoted in the indicative *price bids are as per the tender* and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within a period of 6 weeks from date of Purchase Order.

4. ***We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.***

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

6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in

Signature and seal of the bidder

India namely “Prevention of Corruption Act 1988”.

7. We certify that we have not made any changes from the contents of the tender/EOI document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document. It is further certified that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. The vendor hereby undertakes that its name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
10. We certify that the items offered by us in response to the bid conform to the Technical specifications stipulated in the bid with the following deviations:

Sr. No.	Page Number	Section Clause Number	Relevant Section/ Clause	Bidder's deviation details

Note: Any deviation not declared above with respect to tender compliance shall not be considered by the Bank for review (If left blank it will be construed that there is no deviation from the specification given in this tender)

Dated this day of 2023

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

ANNEXURE -3.3

SLA Terms & Conditions

for Maintenance Services for HVAC VRV/VRF air conditioning Systems

1. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor, that may develop under normal use of the supplied products in the conditions prevailing in India.
2. Warranty for Components: Onsite comprehensive warranty for all the components including free replacement of spares, parts, kits as and when necessary will be 12 months from date of installation.
3. Warranty for the System Software/off-the-shelf Software will be provided.
4. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
5. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the components including, outdoor units, indoor units, leakage, panels etc against defects arising out of faulty design, materials and media workmanship etc. for a period of one year from the date of commissioning/hand over whichever is later. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
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 following repairs and maintenance services:
 - a) Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.
 - b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. 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 For this purpose the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.
 - c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 4 (four) hours.
 - d) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 6 (six) hours of being informed of the same. In

any case the equipment should be made workable and available not later than the Next Business Day.

- e) The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 95% of the time on a 24x7x365 basis.
- f) In the event of the equipment not being repaired or a workable solution not provided during Warranty period, a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.
- g) Any penalty due during the Warranty period will be adjusted against the 2.5% retention money retained by the Bank. For purpose of calculating penalty, uptime is calculated as under :

Uptime(%)= $\frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total hours during the month}} \times 100$

Total hours during the month = No. of working days x 8

- h) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
 - i) **Preventive maintenance:** The VENDOR shall conduct Preventive Maintenance during warranty and AMC (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of this agreement 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 adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
 - j) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.
 - k) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
 - l) The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
 - m) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
7. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.

8. The VENDOR's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
9. However if Bank desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the VENDOR.
10. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.
- (d) 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.
11. If, in any month, the VENDOR does not fulfill the provisions of clauses (b), (c),(d), (e) and (h) 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. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to Bank on demand by Bank.
12. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.

13. Future additions of ACs:

14.1 The Bank would have the right to:

- a) Shift supplied systems to an alternative site of its choice.
- b) Disconnect / connect / substitute Indoor/Outdoor such as printers, etc. or devices or any equipment / software acquired from another vendor.
- c) Expand the capacity / enhance the features / upgrade the AC system supplied, either from the vendor, or another vendor, or developed in-house. Provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service.

14.2 The warranty terms would not be considered as violated if any of (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.

15. CONFIDENTIALITY:

15.1 The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest

confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. the VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

- 15.2 The VENDOR/Bank will treat as confidential all data and information about the VENDOR/Bank/Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.
- 15.3 In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of 10% of the contract value on demand to the Bank, which may be settled from the payment of invoices for the contracted period.

16. Facility Management Services (FMS)

Facility Management is required to manage the HVAC VRF/VRV air-conditioning setup at SBI AO Varnasi. For this purpose one qualified Professionals (well versed with the operations of the system) will be required to remain in the Bank's premises for day to day operations of the equipments from 10.00 a.m. to 6.00 p.m. on working days (other than second and fourth Saturday, days when office is closed and other than bank holidays). However, the engineer will have to work on holidays and after office hours, if necessary. The Facility Management Services will be required from the day of installation as per Bank's requirement.

In case of any change / absence of the onsite Engineer, the same has to be intimated to the Bank in advance along with e-mail address, mobile number(s) and landline number(s) of the new onsite Engineer and/or Service Centre. Failure to intimate such changes will attract a penalty of Rs 2000/- on every default.

Qualification of Support Engineer: The minimum qualification of the support engineer should be min. B.E. or Diploma and should have at least 1 year of work experience in HVAC VRV/VRF Air Conditioning Systems.

Roles and responsibilities of support Engineer:

- (i) Should coordinate with all other vendors with whom on the site.
- (ii) Should do preventive maintenance and testing of the VRV/VRF AC system periodically.
- (iii) Should monitor running condition, status of VRV/VRF AC system system using the remote monitoring and control interface part of the bid.
- (iv) Should know all the features which are available in the proposed solution.

ANNEXURE - 3.4.1

BANK GUARANTEE FOR EARLY RELEASE OF 2.5% RETENTION MONEY

To:

Assistant General Manager (P&E),
State Bank of India,
1st Floor, Local Head Office,
Lucknow

Dear Sir,

**BANK GUARANTEE FOR EARLY RELEASE OF 2.5 % RETENTION MONEY AS SET
OUT IN THE SBI TENDER No. GEM/2023/B/3999626 Dated 25.09.2023**

GUARANTEE NO: _____

AMOUNT: Rs. _____

GUARANTEE COVER FROM _____ **TO** _____

LAST DATE OF LODGEMENT OF CLAIM _____

(3 months after expiry of warranty)

Whereas _____, a company registered under the Companies Act 1956 having its Registered Office at (hereinafter referred to as 'vendor' which expression shall include its successors and assigns) entered into a agreement dated _____ with State Bank of India (SBI) for supply, installation, testing, commissioning & maintenance of the following hardware, software & services at State Bank of India site in _____ (hereinafter referred to as 'the said agreement')

<details of equipment that supplied to be filled in table>

and it has been agreed that a payment of Rs. _____ (Rupees _____ only) will be made to the vendor representing balance 5% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnessed that in consideration of SBI agreeing to release a sum of Rs. _____ (Rupees _____ Only) representing balance 5% of the consideration amount payable to the vendor in terms of, the said agreement, we _____ (Bank) having our head office at _____ and amongst other places, a branch at _____ (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of vendor committing breach of any of the under takings or committing default in fulfilling any obligation arising out of said agreement, we

_____ (bank) shall on demand, pay SBI without any demur

Rs. _____ (Rupees _____ only) and notwithstanding any right the vendor may have against SBI or any disputes raised by the vendor or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and SBI's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between SBI and the vendor, indulgence shown to the vendor by SBI, with or without the consent and knowledge of the Guarantor or by any alterations in

the obligations of the vendor by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by SBI in writing.
- (b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of SBI and save as aforesaid it will be in force until the vendor complies with its obligations hereunder.
- (c) This Guarantee shall not be affected by any change in the constitution of the vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.
5. In order to give effect to this guarantee, SBI will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.
6. This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the guarantor to SBI of the amount here by secured.
7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to SBI in respect of the said contract.
8. Any notice by way of request and demand or otherwise here under may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.
9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
- b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) and
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (three months after the date of expiry of the warranty)
- d) The guarantor has under its constitution powers to give this guarantee and Shri _____ (signatories) Officials/ Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this day of..... 2023 at

For and on behalf of..... (Bank).

Authorised Signatory in favour of the Bank
Designation

■ An amount is to be inserted by the Bank or financial institution representing the amount of the Advance Payment.

ANNEXURE - 3.4.2
PERFORMANCE BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthis.....day of 2023 by (name of the Bank)..... having its Registered Office atand its Branch at(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at State Bank of India, Local Head Office, Lucknow hereinafter referred to as "**the Bank**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns). WHEREAS

The State Bank of India, having its Corporate Office at State Bank Bhavan, Madam Cama Road, Mumbai - 400021 (hereinafter called the 'Bank') has invited quotations for supply of hardware, software and services,

1. It is one of the terms of invitation of applications that the applicant shall furnish a Performance Bank Guarantee for a sum of Rs...../- (Rupeesonly) as a Bid Security Performance Bank Guarantee.
2. M/s. _____, our constituent, intend to submit the Bid Security Performance Bank Guarantee for the said empanelment and requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs...../- (Rupeesonly)

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR

1. We _____ (bank), the Guarantors, do hereby irrevocably & unconditionally agree and undertake to the State Bank of India, their Successors, Assigns that in the event of the State Bank of India coming to the conclusion that the vendor (pl. mention the name in bracket) have not adhered to the terms and conditions of the 'Bank' or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by the State Bank of India, pay without demur to the State Bank of India, a sum of Rs...../- (Rupeesonly) or any lower amount that may be demanded by the State Bank of India. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs...../- (Rupeesonly)
2. We also agree to undertake to and confirm that the sum not exceeding Rs...../- (Rupeesonly) as aforesaid shall be paid by us without any demur or protest, merely on demand from the State Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from the State Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the State Bank of India within **24 hours** from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the State Bank of India under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the State Bank of India and the vendor.

This guarantee shall not be revoked by us without prior consent in writing of the State bank of India.

We hereby further agree that-

- (a) Any forbearance or omission on the part of the State Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Bank of India to the vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs...../-(Rupeesonly)
- (b) Our liability under these presents shall not exceed the sum of Rs...../-(Rupeesonly)
- (c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- (d) This guarantee shall remain in force upto provided that if so desired by the State Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- (e) Our liability under these presents/guarantee shall remain in force till unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the State Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of the State Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- (f)The Guarantee shall be a continuing Guarantee and liability of the Guarantor under this Security Performance Bank Guarantee shall not be affected by -
- (i) Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern; or
- (ii) Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any other Company, Corporation or concern; or change in the constitution structure or management of the Guarantor
- (iii) any change in the management of the Bidder by takeover of the management of the Bidder by the Central or State Government or by any other authority; or
- (iv) any change in the constitution/structure or management of the Bank
- or
- (v) any dispute between the Bidder and the Bank.
- (g) This guarantee shall be governed by Indian Laws and the Courts at Lucknow and/or Varanasi, India alone shall have the jurisdiction to try & entertain any dispute arising out of this

guarantee.

Notwithstanding anything contained herein :

- (d) Our liability under this Bank Guarantee shall not exceed Rs...../-
(Rupeesonly)
- (e) This Bank Guarantee shall be valid upto.....
- (f) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

Authorised official

ANNEXURE- 3.5

MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

No.

Date:

To

Assistant General Manager(Premises & Estate),
State Bank of India,
Local Head Office,
1st Floor, Moti Mahal Marg,
Hazratganj,
Lucknow - 226001

Dear Sir:

Ref: tender No. GEM/2023/B/3999626 dated 22/09/2023

We who are established and reputable manufacturers / producers of _____
having factories / development facilities at (*address of factory / facility*) do hereby authorise M/s

(*Name and address of Agent*) to submit a Bid, and sign the contract with you against the above Bid
Invitation.

2. We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor :

(a) Such Products as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and

(a) in the event of termination of production of such Products:

(i) Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

(2) Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

4. We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

ANNEXURE - 3.6

**PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK
AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF
THE HARDWARE / SOFTWARE / SERVICES**

Date:

M/s.

Sub: Certificate of commissioning of Solution

1. This is to certify that the products / equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

a) Bid No. _____ dated _____

b) Description of the Solution _____

c) Quantity _____

d) Date of commissioning _____

e) Date of acceptance test _____

2. Details of products not yet supplied and recoveries to be made on that account:

<u>S.No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
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3. The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Product.

3. The Vendor has fulfilled his contractual obligations satisfactorily*

or

The Vendor has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

5. The amount of recovery on account of non-supply of Products is given under Para No. 2.

Signature and seal of the bidder

5. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with stamp _____

* Explanatory notes for filling up the certificates:

- (a) The Vendor has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.
- (b) The Vendor has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.
- (c) Training of personnel has been done by the Vendor as specified in the contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.

LIST OF APPROVED MANUFACTURERS / NATURAL SOURCES OF MATERIALS TO BE USED IN THE AC WORKS SUBJECT TO THE APPROVAL OF SAMPLES BY THE BANK/CONSULTANT.

S. No.	Material Name.	Brand / Manufacturer / Recommended Make.
1.	VRF AC INDOOR AC UNITS.	O-General, Daikin, Carrier, Toshiba, Mitsubishi Heavy and Hitachi, Voltas, Blue Star, LG
2.	VRF AC OUTDOOR AC UNITS.	O-General, Daikin, Carrier, Toshiba, Mitsubishi Heavy and Hitachi, Voltas, Blue Star, LG
	CASSETTE AND HI WALL	O-General, Daikin, Carrier, Toshiba, Mitsubishi Heavy and Hitachi, Voltas, Blue Star, LG
3.	GI Sheets	TATA / HSL / SAIL / NIPPON DENRO or approved equivalent.
4.	Fire Damper	Caryaire / AirMaster / Air Breeze / Ravistar or approved equivalent.
5.	Vibration Isolators / Flexible Connectors	Resistoflex / Dunlop or approved equivalent.
6.	INSULATION / Fibre glass.	UP Twiga / Kimmco / Owens corning or approved equivalent.
7.	Power Cables.	CCI / Polycab / Gloster / KEI/ or approved equivalent
8.	Cables	Finolex / RR cables / Polycab/KEI/Skytone
9.	Aluminum Grilles Diffusers / Linear Grilles	Caryaire / Air Master / Air Breeze/SRIFABS or approved equivalent.
10.	Filters	Klenzoids / Airtech / Aerosol / Anfilco or approved equivalent.
11.	Cooling Coils / Heating Coils	Bluestar / Rohini / Ethos / Carrier / Jaypee / Coil Company / ZECO or approved equivalent.
12.	Nitrile rubber	Armaflex / k flex

NOTE : The contractor shall use only above mentioned material or equivalent make to be approved by the Consultant. All other materials shall conform to the specifications laid down. The tenderer shall take this into account while tendering rates / prices. The Consultant / SBI has got every right to select any of the above Makes for the Project. However the samples of every material including all fixing accessories shall be got approved by SBI / Consultant before