



PREMISES & ESTATE DEPARTMENT  
LOCAL HEAD OFFICE  
BHUBANESWAR -751001  
Phone: 2394637 Fax: 2396696  
E mail [agmpre.lhobhu@sbi.co.in](mailto:agmpre.lhobhu@sbi.co.in)

## Part – I

(Technical Bid)

**TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR ALL TYPES & VARIOUS MAKES OF AIR CONDITIONERS (SPLIT/CASSETTE/TOWER/WINDOW) AT LHO BUILDING, BANK HOUSE, GUEST HOUSES AT SHASTRI NAGAR, DGM QUARTER (UNIT-1), NAGESWAR TANGI & OSCRAD BUILDING, BHUBANESWAR.**

(E-tender auction)

**Tender No. BHU/P&E/2024-25/40**

Dated 16.01.2025

**Eligibility Criteria:** SBI (LHO, Bhubaneswar) approved AC vendors under Group- ACA, ACB , ACC and ACD category (newly empaneled in the year 2024) are only eligible to participate in this tender. Vendor/Contractor should possess valid digital signature for this e-tender.

**TENDER SUBMITTED BY:**

NAME : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

GSTIN NO : \_\_\_\_\_

DATE : \_\_\_\_\_



## **NOTICE INVITING TENDERS**

SBI Local Head Office, Premises and Estate department, 2nd Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 invites E- Tenders for Comprehensive annual maintenance contract (CAMC) for all types & various make of Air conditioners at LHO building, Bank house, Guest house at Shastri nagar, Nageswar tangi , DGM quarter and Osgard Building , Bhubaneswar from Bank's (LHO, Bhubaneswar) approved AC vendor under appropriate category.

The other details of the tender are as under:

1.	<b>Name of Work</b>	<b>Comprehensive annual maintenance contract (CAMC) for all types &amp; various make of Air conditioners at LHO building, Bank house, Guest house at Shastri nagar, Nageswar tangi , DGM quarter and Osgard Building , Bhubaneswar.</b>
2.	<b>Nature of work</b>	Annual Maintenance Contract works.
3.	<b>Eligibility of criteria</b>	SBI (LHO, Bhubaneswar) approved AC vendors under Group- ACA, ACB , ACC and ACD category (newly empaneled in the year 2024) are only eligible to participate in this tender.
4	<b>Earnest Money Deposit (EMD)</b>	<p><b>Rs.4000/-</b> (Rupees Four Thousand Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of "<b>State Bank of India</b>" Payable at "<b>Bhubaneswar</b>" which is to be submitted in original in a separate envelope superscribing "EMD" to the address of the inviter, before due date and time.</p> <p>Or</p> <p>Those empaneled AC vendor submitted their one time EMD the Bank towards LT category ACA, ACB , ACC &amp; ACD category, need not to submit the EMD again. However, the copy of the one-time EMD to be submitted in a separate envelope superscribing "One Time EMD". Without EMD/one time EMD, the tender will be rejected.</p> <p>Or'</p> <p><b><u>Valid MSME/NSIC certificate issued for the purpose (AC related works) towards exemption for submission of EMD.</u></b></p>
5	<b>Availability of Tender document.</b>	<b>16.01.2025 to 27.01.2025</b> from Bank's website " <a href="https://www.sbi.co.in/portal/web/home/procurement-news">https://www.sbi.co.in/portal/web/home/procurement-news</a> " and <b><a href="http://www.tenderwizard.com/SBI ETENDER">www.tenderwizard.com/SBI ETENDER</a></b>
6	<b>Security Deposit</b>	The successful bidder shall pay interest free an amount equivalent to 5% of accepted bid amount including EMD on acceptance of tender, as Security Deposit in the form of BG/FDR favouring " <b>AGM (P&amp;E),SBI</b> " payable at <b>Bhubaneswar</b> .
7	<b>Pre bid meeting</b>	Optional
9	<b>Last date, time and place for submission of Online Technical Bid.</b>	The eligible empaneled AC Vendor/contractor under the Bhubaneswar Circle/LHO are required to upload the scan copies of following document online on service provider portal i.e <b><a href="http://www.tenderwizard.com/SBI ETENDER">www.tenderwizard.com/SBI ETENDER</a></b> on or before <b>27.01.2025 upto</b>



		<p><b>14:00 Hrs:</b></p> <p>(i) Process Compliance form in company letter head duly signed and stamped by authorize representative.</p> <p>(II) Letter of Undertaking in company letter head duly signed and stamped by authorize representative.</p> <p>iii) Earnest Money Deposit (EMD)/ One time EMD/ Copy of valid MSME or NSIC certificate.</p> <p><u>Tenders received without any one or more document mentioned above shall be rejected.</u></p> <p>After the accomplishment of tendering procedure, the successful bidder shall submit the hard copy of the Technical document duly signed with seal in all pages by the authorized representative/proprietor of the firm at the under mentioned office.</p>
9	<b>Last date, time and Mode of submission of Online Price Bid</b>	<p>The Price Bid to be uploaded/submitted online on service provider portal i.e <a href="http://www.tenderwizard.com/SBI">www.tenderwizard.com/SBI</a> <b>ETENDER</b> on or before <b>27.01.2025 upto 14:00 Hrs</b></p> <p>The bidder (Vendor/Contractor//Authorized Dealer) should have valid digital signature for this e-tender.</p> <p>E-tendering guidelines may be obtained from:</p> <p><b>Kushal Bose</b>  <b>Antares Systems Ltd. (AS)</b>  <b>Mob.+91 7686913157</b>  <b>Email: kushal.b@antaressystems.com</b></p>
10	<b>Date, Time and Place of opening of Online Technical Bid.</b>	<p><b>Online Technical bid (Part-1) at our Office: on 27.01.2025 at 14:30 Hrs</b></p> <p>Premises &amp; Estate Depart  State Bank of India  2<sup>nd</sup> floor, Local Head Offcie,  III/1 Pt. Jawaharlal Nehru Marg,  Bhubaneswar-751001</p> <p>Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.</p>
11	<b>Date, Time and Place of opening of Online Price Bid.</b>	<p>The online Price bid (Part-2) of only technically qualified bidder shall be opened at our office on <b>27.01.2025 at 15:00 Hrs.</b></p>
12	<b>Validity for Offer</b>	3 (Three) Months from the Date of Opening of Price-Bid
13	<b>Duration of the Contract</b>	The contract would be initially for a period of 12 months from the date



		of commencement of work. It can be extended further for 12 months on the same terms and conditions subject to satisfactory performance of the contractor and at the discretion of the Bank.
14	<b>Deduction of income tax and GST</b>	<p>A) Income Tax will be deducted at source as per Govt. Guidelines.</p> <p>B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following;</p> <ol style="list-style-type: none"> <li>1. Contractor should have GST Registration Number</li> <li>2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision</li> <li>3. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment</li> <li>4. 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</li> </ol>
15	<b>Terms of payment</b>	<p>i) The amount of CAMC will be paid on quarterly basis after successful completion and the satisfactory service during the quarter of service. No advance payment will be made by the Bank.</p> <p>ii) The GST Number of State Bank of India for Bhubaneswar is 21AAACS8577K1Z1</p> <p>iii) Payment shall be made by way of Electronic fund transfer and the bill will be by LHO.</p>
16	<b>Penalty</b>	<p>Time is the essence of the services.</p> <ul style="list-style-type: none"> <li>• The minor repairs will be completed <b>within 4 hours</b> (i.e servicing, small repair works, gas filling which does not require any bought out material).</li> <li>• The major repair work (PCB &amp; Compressor problems) is to be completed in all respects in <b>2 (Two) days</b> from the date of Complaint.</li> </ul> <p>In case of any delay beyond 4 hours for minor &amp; 2 days for major repair works, supplier has to arrange standby AC. If fails to arrange standby AC, penalty will be imposed @ 1% of the contract value per day of delay of the particular quarter.</p>
17	<b>Contact Person, Phone No of officials.</b>	<p><u>AGM ( P&amp;E)</u>  Ph NO: 0674-2394637  Email: agmpre.lhobhu@sbi.co.in  <u>For Technical queries:</u>  Shri Tapan Kumar Behera  Manager (Elect.)  Email :tapan.behera1@sbi.co.in</p>



- 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.
- The bidder, who is the authorized representative and participating on behalf of company/ Dealer/vendor, should have a valid digital signature certificate (DSC) for this e-tender. The validity of the DSC should be at least 3 months.
- Those bidders who are qualified in technical bid, should submitted their price bid online within timeline, failing which tender summarily rejected.
- SBI reserves the right to increase or decrease the quantum of AC units and also reserves the right to reject, cancel or revise or accept any or all the tenders or part of tenders without giving any reasons thereto.
- SBI reserves its rights to accept/reject any/all tender without assigning any reasons whatsoever and to increase or decrease the quantities of any item and contractor has to execute the same at the rate quoted and no correspondence shall be entertained in this regard.
- The L-1 Vendor (successful bidder) shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages after completion of the tendering procedures.
- Conditional tenders are liable for rejection.

Sd/-

**Assistant General Manager (P&E)**



## **BUSINESS RULES FOR ONLINE TENDER GENERAL TERMS AND CONDITIONS OF ONLINE TENDER**

1. For the proposed online bidding, already empaneled vendors with SBI under appropriate category who fulfill all terms and conditions including deposit of earnest money/One time EMD only shall be eligible to participate.
2. SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of online bidding on Internet.
3. SBI will inform the vendor in writing in case of online bidding, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax / email the compliance form in the prescribed format (provided by service provider) before start of online bidding. Without this the vendor will not be eligible to participate in the event.
6. Opening of online bids will be conducted on schedule date & time.
7. At the end of online bidding event, the lowest bidder value will be known on the network.
8. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to SBI through service provider within 24 hours of completion of tender without fail.
9. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with SBI as per prevailing procedure.
10. In case SBI decides not to go for online bidding on procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBI shall be opened as per SBI standard practice.

### **11. Business Rule for finalization of the Tender**

SBI shall finalize the tendering process of the item through online bidding mode. SBI has made arrangement with **Antares Systems Ltd.**, (e-Tendering Agency (ETA) who shall be SBI's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized Online tendering shall be conducted by SBI, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to ETA furnishing the price, the bidder wants to bid online, with a request to ETA to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by ETA in a readable / legible form and also the Bidder should simultaneously check up with ETA over phone about the



clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by ETA only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of ETA at the time of receipt of the fax message from the bidders, ETA will not be uploading the prices. It is to be noted that either SBI or ETA are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the online bidding successfully. However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

2. ETA shall arrange to train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Tendering/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.

3. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in item rate quoted in Indian Rupees (INR) per -one- (Unit) of the items as mentioned in Price Bid/ BOQ.

4. **BID PRICE:** The Bidder has to quote item rate in Schedule of Quantities ; bidder is willing to execute the work inclusive of all taxes, duties, freight, service tax, overhead, contractor's profit etc. excluding GST. GST shall be paid extra as per actual.

5. **VALIDITY OF BIDS:** The Bid price shall be firm for a period of three calendar months from the date of acceptance of tender which may be extended for a further period subject to mutual agreement.

6. The bidder has to submit a detail break up for his commercial offer in the prescribed format as given by the Bank duly signed by their authorized representative/proprietor.

7. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. In case you back out and not execute the work as per the rates quoted, the earnest money deposited by you retained by us in this regard shall be forfeited without further reference to you.

8. You shall be assigned a Unique Username & Password by ETA. You are advised to change the Password after the receipt of initial Password from ETA to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.

9. At the end of the online Tendering process, SBI will decide the successful bidder. SBI's decision on award of Contract shall be final and binding on all the Bidders.

10. SBI shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason, there to.



11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

13. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the online bidding.

14. Successful bidder shall enter into a contract with the bank to carry out the work as per Bank's standard format.

15. OTHER TERMS & CONDITIONS: - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders. - The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party. - SBI's decision on award of Contract shall be final and binding on all the Bidders. - SBI along with ETA can decide to extend, reschedule or cancel any tender. Any changes made by SBI and / or ETA, after the first posting will have to be accepted if the Bidder continues to access the site after that time. - ETA shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. - ETA is not responsible for any damages, including consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**N.B.** - All the bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the online event - All the Bidders are required to submit the Agreement Form (Annexure- I) duly signed to e-Tendering agency before due date. - After the completion of the tender event, all the Bidders have to submit the Price Breakup immediately to e-Tendering agency for further proceedings.





## Annexure I

### PROCESS COMPLIANCE FORM

(The bidders are required to print this on their company's letter head and sign, stamp before faxing/uploading)

To

Date:

**Kushal Bose**  
**Antares Systems Ltd.**  
**Mob.+91 7686913157**  
**Email: [kushal.b@antaressystems.com](mailto:kushal.b@antaressystems.com)**

### SUB: AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE BIDDING

Dear Sir,

This has reference to the Terms & Conditions for the online bidding mentioned in the Tender for **“Comprehensive annual maintenance contract (CAMC) for all types & various make of Air conditioners at LHO building, Bank house, Guest house at Shastri nagar, Nageswar tangi , DGM quarter and Oscar Building , Bhubaneswar ”**. This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the online bidding and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the tender tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI Group and ETA shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the tender event.
- 5) We understand that in the event we are not able to access the tender site, we may authorize ETL to bid on our behalf by sending a fax containing our offer price before the tender close time and no claim can be made by us on either State Bank Group or ETA regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that ETA may bid on behalf of other bidders as well in case of above-mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure II and the format as requested by SBI / ETA.



9) *We, hereby confirm that we will honor the Bids placed by us during the tender process.*

10) We read each page, understood the technical bid & BOQ and I/we hereby agree to abide by and fulfill the terms and provisions and accepting all terms and conditions stipulated in the tender documents. After the accomplishment of tendering procedure, if we become the lowest bidder shall submit the hard copy of the Technical document duly signed with seal by the authorized representative/proprietor of the firm at the under mentioned office

We hereby confirm that we will honor the Bids placed by us during the tender process.

With regards

Signature with company seal

Date:

Name:

Company / Organization



**PRICE CONFIRMATION LETTER (ANNEXURE II)**

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

To,

**Kushal Bose**  
**Antares Systems Ltd.**  
**Mob.+91 7686913157**  
**Email: [kushal.b@antaressystems.com](mailto:kushal.b@antaressystems.com)**

**AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR ALL TYPES & VARIOUS MAKES OF AIR CONDITIONERS (SPLIT/CASSETTE/TOWER/WINDOW) AT LHO BUILDING, BANK HOUSE, GUEST HOUSES AT SHASTRI NAGAR, DGM QUARTER (UNIT-1), NAGESWAR TANGI & Ocard Building (UNIT-1), BHUBANESWAR.**

E-tendering Auction Date:

Dear Sir,

We confirm that we have quoted.

----- (Rs. -----)

Thanking you and looking forward to the valuable order from SBI.

Yours sincerely,

For \_\_\_\_\_

Name:

Company:

Date:

Seal:



## ARTICLES OF AGREEMENT

This AGREEMENT is made at ..... on this ..... day of ..... between SBI, a body Corporate created under SBI Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and its Local Head Office at III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 represented by authorized officer of SBI. (hereinafter called "the BANK" which expression shall include its successor and assign) of the ONE PART

AND

M/s \_\_\_\_\_ (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at \_\_\_\_\_ (hereinafter called "the CONTRACTOR") represented by Shri ..... who is authorized to enter this agreement by its Board of Directors on the OTHER PART WHEREAS the Bank is desirous of **Comprehensive annual maintenance contract (CAMC) for all types & various make of Air conditioners at LHO building, Bank house, Guest house at Shastri nagar, Nageswar tangi , DGM quarter and Oscard Building , Bhubaneswar** as stated herein before in clause 1 in the instruction to Tenderer ( herein called the "WORKS"

AND WHEREAS the Bank has caused the plans, drawing no -----and specifications priced schedule of quantities for the said works as per general conditions of contract, special condition of contract and instructions to the tenderer, Terms and condition for the service provider, prepared to which the offer of the contractor shall be accepted.

AND WHEREAS the tender of the contractor for the **Comprehensive annual maintenance contract (CAMC) for all types & various make of Air conditioners at LHO building, Bank house, Guest house at Shastri nagar, Nageswar tangi , DGM quarter and Oscard Building , Bhubaneswar**

AND WHEREAS the contractor has deposited with the Owner Rs.....as security deposit for the due performance of the Agreement

AND WHEREAS the said Architect/ Consultant has issued the work order therefore to the Contractor.

AND WHEREAS the relevant drawings inclusive of the specifications, priced schedule of quantities, conditions of contract, special conditions, additional conditions and instructions to the tenderer (hereinafter collectively referred to as "the said conditions") have been signed by the Parties hereto and contractor has agreed to execute the works upon and subject to the said conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work.



2. The Bank shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

3. The tender document, Terms and condition for the service provider, price bid, all annexures Agreements and Documents mentioned herein shall form the basis of this Contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.

5. Notwithstanding what are stated in the Special conditions, Conditions of contract and herein before stated the Bank has right of altering the AC units and nature of the works and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

6. The said conditions shall be read and be treated as forming part of this Agreement and the parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and performed

8. Any dispute arising under this agreement between the parties hereto shall be dealt with in accordance to clause No.18 of Arbitration as mentioned in the general conditions of contract.

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

AS WITNESS our hands this ----- day of 2023

SIGNED BY THE SAID BANK

In presence of

SIGNED BY THE SAID CONTRACTOR

In presence of

**INSTRUCTIONS TO THE TENDERERS:**

**1.0 Scope of Work**



Online Tenders are invited for SBI for “**Comprehensive annual maintenance contract (CAMC) for all types & various make of Air conditioners at LHO building, Bank house, Guest house at Shastri nagar, Nageswar tangi , DGM quarter and Ocard Building , Bhubaneswar**” .

The Scope of work includes **Repairs / Replacement of Compressor, Repair/Replacement of Fan motors, Repair/ Replacement of Electrical parts, Repair/Replacement of condenser coil and Evaporator coil, Gas charging** required during the service. All replaced parts make shall be of their respective brands. All the complaints to be attended during the contract period round the clock. The ACs are to be maintained or installed at various floors (Basement, ground, 1<sup>st</sup> upto 6<sup>th</sup> floor). The details scope of the works and terms & conditions has been mentioned in “Terms and condition for the service provider “

### **1.1 Site and Its Location**

The proposed work is to be carried out at LHO building, Bank house, Guest house at Shastri nagar, Nageswar tangi , DGM quarter and Ocard Building , Bhubaneswar.

### **2.0 Tender Documents**

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

2.1 (a) Instructions to tenderers

2.1 (b) General Conditions of Contract

2.1 (d) Terms and condition for the service provider

2.1 (e) Priced Bid

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below :

- a. Price Bid
- b. Terms and condition for the service provider
- c. General Conditions of Contract
- d. Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from [www.sbi.co.in](http://www.sbi.co.in) (link) <Procurement News>

### **3.0 SITE VISIT**

The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested satisfy himself regarding the availability of power, transport and communication facilities, the character, quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc;



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

#### **4.0 EARNEST MONEY**

**Rs.4000/-** (Rupees Four Thousand Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of "**State Bank of India**" Payable at "**Bhubaneswar**" which is to be submitted in original in a separate envelope superscribing "EMD" to the address of the invitor, before due date and time.

Or

Those empaneled AC vendor submitted their one time EMD the Bank towards LT category ACA, ACB, ACC & ACD category, need not to submit the EMD again. However, the copy of the one-time EMD to be submitted in a separate envelope superscribing "One Time EMD". Without EMD/one time EMD, the tender will be rejected.

Or'

**Valid MSME/NSIC certificate issued for the purpose (AC related works) towards exemption for submission of EMD.**

The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the security deposit as stipulated or fails to commence the work within the stipulated time.

#### **6.0 SECURITY DEPOSIT**

The successful bidder shall pay interest free an amount equivalent to 3% of accepted bid amount on acceptance of tender, as Security Deposit including EMD within 7 days of receipt of "intimation by e-mail/letter". The amount cannot be utilized by contractor towards adjustment of any liability of the contractor.

In case of default on the part of contractor to perform and observe any covenant, conditions and provisions herein contained, it shall be lawful for SBI in its absolute discretion to forfeit the whole of the security deposit or a part thereof without prejudice to any other right or remedy that may be available to it against the Contractor under this agreement, for such breach. The security deposit will be refunded only after satisfactory fulfilment of the contract. In case the contractor abandons the contract or leaves the contract unperformed, the Security Deposit is liable to be forfeited.

Security Deposit shall be retained till the end of Contract Period.

The retention money/Security Deposit will be interest free.

#### **7.0 SIGNING OF CONTRACT DOCUMENTS**



The successful tenderer shall be bound to implement the contract with SBI 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 SBI. However, the written acceptance of the tender by the SBI will constitute a binding agreement between the SBI and successful tenderer whether such formal agreement is subsequently entered into or not.

## **8.0 DURATION OF THE CONTRACT:**

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

However, successful bidder can terminate the contract after giving 3 months' notice in advance. Bank can also terminate the contract after giving one month notice in advance

## **9.0 VALIDITY OF TENDER : 3 Months**

Tenders shall remain valid and open for acceptance for a period of 3 (Three) months 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 SBI without prejudice to any other right or remedy the SBI shall be at liberty to forfeit the EMD/SD.

## **10.0 PENALTY**

Time is the essence of the services. The minor repairs will be completed within 4 hours (i.e servicing, small repair works, gas filling which does not require any bought out material). The major repair work (PCB & Compressor problems) is to be completed in all respects in 2 (Two) days from the date of Complaint. In case of any delay beyond 4 hours for minor & 2 days for major repair works, supplier has to arrange standby AC. If fails to arrange standby AC, penalty will be imposed @ 1% of the contract value per day of delay of the particular quarter.

## **11.0 RATES AND PRICES**

### **11.1 In case of item rate tender**

11.1.1 The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates 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 amount will be corrected.

11.1.2 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.

11.1.3 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.





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.

11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

11.1.5 Each page shall be totalled and the grand total shall be given.

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, etc.

## **12. TERMS OF PAYMENT:**

The amount of CAMC will be paid on quarterly basis after successful completion the satisfactory service during the quarter of service.

The contractor has to submit the service report duly signed by the official/occupant/Guest House supervisor/ Security guard along with the bill. The history sheet of servicing/breakdown repairing of each and every unit shall be maintained and submitted to the Bank's Engineer after every quarter or as and when asked by the Bank's Engineer. The copy of report shall be submitted along with the bill subsequent to the servicing activity.

## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 Definitions**

“**Contract**” means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/SBI and all these, documents taken together shall be deemed to form one contract and shall be, complementary to one another.

1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1.1 ‘**Bank**’ shall mean State Bank of India (client) a body Corporate created under SBI Act 1955, having one of its local head Office at State Bank of India, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 and includes the client's representatives, successors and assigns.

1.1.2 ‘**Architects/Consultants**’ shall mean .....

1.1.3 ‘**Site Engineer**’ shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

1.1.4 ‘**The Contractor**’ shall mean the Bank's empanelled AC vendor undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

1.1.5 The expression ‘**works**’ or ‘work’ shall mean the permanent or temporary work described in the ‘Scope of Work’ and/or to be executed in accordance with the contract and includes materials,



apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.6 '**Engineer**' shall mean the representative of the SBI/Architect/consultant.

1.1.7 '**Drawings**' shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time 'Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.1.8 '**Specifications**' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect/ consultant "Month" means calendar month.

1.1.9 "**Week**" means seven consecutive days.

1.1.10 "**Day**" means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

## **CLAUSES:**

### **1.0 Total Security Deposit**

Total Security deposit comprise of:

- Earnest Money Deposit
- Initial Security Deposit
- Retention Money

#### **a) Earnest Money Deposit:**

**Rs.4000/-** (Rupees Four Thousand Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of "**State Bank of India**" Payable at "**Bhubaneswar**" which is to be submitted in original in a separate envelope superscribing "EMD" to the address of the invitor, before due date and time.

Or

Those empaneled AC vendor submitted their one time EMD the Bank towards LT category ACA, ACB, ACC & ACD category, need not to submit the EMD again. However, the copy of the one-time EMD to be submitted in a separate envelope superscribing "One Time EMD". Without EMD/one time EMD, the tender will be rejected.

Or'

**Valid MSME/NSIC certificate issued for the purpose (AC related works) towards exemption for submission of EMD.5.0 INITIAL SECURITY DEPOSIT.**



The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the security deposit as stipulated or fails to commence the work within the stipulated time.

**b) Initial Security Deposit (ISD):**

**SECURITY DEPOSIT**

The successful bidder shall pay interest free an amount equivalent to 3% of accepted bid amount on acceptance of tender, as Security Deposit including EMD within 7 days of receipt of “intimation by e-mail/letter”. The amount cannot be utilized by contractor towards adjustment of any liability of the contractor.

In case of default on the part of contractor to perform and observe any covenant, conditions and provisions herein contained, it shall be lawful for SBI in its absolute discretion to forfeit the whole of the security deposit or a part thereof without prejudice to any other right or remedy that may be available to it against the Contractor under this agreement, for such breach. The security deposit will be refunded only after satisfactory fulfilment of the contract. In case the contractor abandons the contract or leaves the contract unperformed, the Security Deposit is liable to be forfeited.

Security Deposit shall be retained till the end of Contract Period.

The retention money/Security Deposit will be interest free.

**2.0 Language Errors, Omissions and Discrepancies**

In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc, the following order shall apply.

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the latter shall be adopted.
- iv) In case of difference between rates written in figures and words, the rate in words shall prevail.
- v) Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.

**3.0 Scope of Work**

The contractor 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 SBI /architect/consultant. The SBI/ 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 SBI/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.

#### **4.0 (i) Letter of Acceptance**

Within the validity period of the tender the SBI shall issue a letter of acceptance by registered post/e-mail/speed post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the SBI and the contractor.

#### **ii) Contract Agreement**

On receipt of intimation of the acceptance of tender from the SBI the successful tenderer shall be bound to implement the contract and within fifteen days thereof ,he shall sign an agreement in a non-judicial stamp paper of appropriate value(as per the Article of Agreement format earlier given in this document) with SBI.

#### **8.0 Penalty**

Time is the essence of the services. The minor repairs will be completed within 4 hours (i.e servicing, small repair works, gas filling which does not require any bought out material). The major repair work (PCB & Compressor problems) is to be completed in all respects in 2 (Two) days from the date of Complaint. In case of any delay beyond 4 hours for minor & 2 days for major repair works, supplier has to arrange standby AC. If fails to arrange standby AC, penalty will be imposed @ 1% of the contract value per day of delay of the particular quarter.

#### **9.0 Materials, Appliances and Employees**

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory service as per the contract. Unless or otherwise specified all materials shall be new if replaced and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees/workers and shall not employ on the work any unfit person/worker or anyone not skilled in the work assigned to him. Workman whose work or behaviour is found to be unsatisfactory by the SBI/Architect, he shall be removed from the site immediately.

#### **10.0 Permits, Laws and Regulations**

Permits and licences required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws/ labour laws, and ordinances rules, applicable to the contractor. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

#### **11.0 Setting out Work:**



As per the scope of work

### **12.0 Protection of works and property**

The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to causes beyond his control.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and relevant building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work.

### **13.0 Inspection of Work**

SBI official or Bank's engineer shall at all reasonable time have free access to the work site for inspection and examination and test of the materials and workmanship.

### **14.0 Assignment and subletting**

The whole of CAMC service included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the SBI and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

### **15 Damage to persons and property**

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to :

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI to execute the works or any part thereof, on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI, their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.



### **15.1 Contractor to indemnify SBI**

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 15 of this clause.

### **15.2 Accident or Injury to Workmen**

The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**16.0 Commencement of CAMC Service:** As per the work order

### **17.0 DURATION OF THE CONTRACT:**

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

However, successful bidder can terminate the contract after giving 3 months' notice in advance. Bank can also terminate the contract after giving one month notice in advance.

### **18. Settlement of Disputes and Arbitration**

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

i) If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the authorized person of SBI or in case the Contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to AGM ( P&E), LHO, Bhubaneswar within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Vendor shall not be entitled to raise any claim nor shall the SBI be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the AGM ( P&E),SBI, LHO, Bhubaneswar, of respective Circle Office, in the manner and within the time as aforesaid. The Vendor shall be deemed to have waived and extinguished all his rights in respect of any claim



not notified to the AGM ( P&E),SBI, LHO, Bhubaneswar, in writing in the manner and within the time aforesaid.

ii) The AGM ( P&E),SBI, LHO, Bhubaneswar, shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of the AGM ( P&E),SBI, LHO, Bhubaneswar, submit his claims to the conciliating authority namely the Circle Development Officer of respective Circle for conciliation along with all details and copies of correspondence exchanged between him and the SBI

iii) If the conciliation proceedings are terminated without settlement of the disputes, the Contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the Contractor as aforesaid and all claims of the SBI shall be referred for adjudication through arbitration to the Sole Arbitrator appointed by the Chief General Manager and who will be an officer not less than the rank of Deputy General Manager of SBI . If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any or any accordance modification or re-enactment thereof and the rules made there under.

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The Cost of the reference and of the award shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid

## **16.0 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 provide CAMC service.

- i) Minimum Wages Act, 1948 (Amended)



- ii) Payment of Wages Act 1936 (Amended)
- iii) Workmen's Compensation Act 1923 (Amended)
- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971(Amended)
- v) Apprentice Act 1961 (Amended)
- vi) Industrial Employment (Standing Order) Act 1946 (Amended)
- vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- ix) Shop and Establishment Act
- ix) Any other Act or enactment relating thereto and rules framed there under from time to time.

#### **17.0 Force Majeure:**

17.1 Neither contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

17.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

17.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

17.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.





## **TERMS & CONDITIONS TO THE CAMC SERVICE PROVIDERS:**

1. The comprehensive AMC charges per unit per year will be paid for four services in a year apart from any number of breakdown calls with a response period of 1 hours on receipt of complaint.

The Scope of work/service includes **supply free of charges of following items including Repairs and Replacement of Compressor if not repairable, Repair and Replacement of Fan motors if not repairable, Repair and Replacement of Electrical parts if not repairable, Repair and Replacement of condenser coil if not repairable and repair and replacement Evaporator coil if not repairable, Gas charging, all the spares and materials including PCBs, consumables, sheet metal part, front panel, grill, outer wrapper/casing etc. found defective and necessary for the unit for satisfactory operation.** All replaced parts make shall be of their respective brands.

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

Checklist and servicing of AC units:

(i) Checking operation of controls of the air- conditioners such as thermostat, relays, remote control etc.

(ii) Checking air flow through the supply air grill, return air grill, condenser.

(iii) Checking operation of the drive motors and fans.

(iv) Checking air temperature at supply air grill, return air grill, Inlet air condenser, outlet air from condenser.

(v) Checking Firmness of supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of air-conditioners etc. Anti-rusting Painting of the MS portion prone to rusting.

(vi) Replacement of any component of air conditioners found defective after the above checks and tests.

(vii) Cleaning the condenser and evaporator coils with suitable detergent /chemical solution and flushing with high pressure jet of water.

(viii) Greasing of blower motors and all moving parts.

2. Failure to repair/service the equipment within 4 hours for minor & 2 days for major repairs without justifiable reason or to return the repaired machine within two days at the maximum may attract proportionate deduction. In case of any delay beyond 4 hours for minor & 2 days for major repair works, supplier has to arrange standby AC. If fails to arrange standby AC, penalty will be imposed @ 1% of the contract value per day of delay of the particular quarter.
3. If the work is found unsatisfactory or if the firm dishonours the contract, the job will be entrusted to any other firm /party at the risk/expense of the contractor. The cost of such expenses shall be recovered from the contractor.
4. The amount of CAMC will be paid on quarterly basis after successful completion the satisfactory service during the quarter of service. The contractor has to submit the service report duly signed by the official/occupant/Guest House supervisor/ Security guard along with the tax invoice. The history sheet of servicing/breakdown repairing of each and every unit shall be maintained and submitted to the Bank's Engineer after every quarter or as and when asked by the Bank's Engineer. The copy of report shall be submitted along with the bill subsequent to the servicing activity.



5. The successful bidder has to rectify the faults due to rat bites free of cost.
6. Successful bidder has to handover all the ACs in good running condition before expiring of CAMC contract.
7. The successful bidder has to rectify the faulty condenser, or coil free of cost.
8. The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty, registration etc. of this agreement and/or any other documents/agreements, which are required to be executed.
9. All necessary tools like vaccum pump, drilling machines, pliers, pressure guage and other essential tools for effective maintenance of the ACs equipments shall be provided by the contractor at his own cost.
10. The contractor / firm shall be held responsible for any misdeeds / misbehavior of their employees within the premises.
11. Successful bidder has to make arrangement for one skilled certified technician from reputed training institute which is acceptable to the Bank and having minimum two years experience. The technician should be posted at site from 12.00PM to 4.00PM in the months of March, April, May, June during the contract period.
12. Since the maintenance works are to be carried at all levels & High, technician should wear necessary proactive gear such as life belts, helmet, gloves, etc. If any scaffolding/ladder required for maintenance/service/repair then contractor has to arrange it at own cost.
13. The bidder should take third party insurance coverage and adequate insurance coverage to the workers for life and limb and the same should be submitted before entering into an agreement.
14. The contractor shall be bound to maintain service record of complaints received and attended by his staff. The Staff will be under the control and supervision of the Contractor including their performance and discipline.
15. Bank reserves its right to recover from periodical payments to be made to the Contractor, any loss or damage that may be caused to the equipment, machinery, building or any other property of the Bank by negligence or any other reason whatsoever by the Contractor.
16. The Contractor shall be responsible to comply with the provisions of all the applicable laws and other enactments and amendments made thereto, from time to time and the labour laws as may be in force and applicable.
17. None of the staff of the contractor shall be liable to claim any sort of employment with SBI.
18. The contractor would ensure that his staff/workmen must have Identity cards to enter the premises of the SBI for due performance of duties. Workmen employed are medically fit and in sound mind and health. SBI expects that contractor to ensure that his staff should maintain polite and Courteous behavior. The contractor should ensure that his staff should not be under the influence of liquor or any other such substance while on duty and any damage caused by such of the contractor's employee will be borne by the contractor.
19. The List of Air Conditioners of various makes, capacities and models together with their location, makes, TR. etc is furnished in Annexure- III. Bank may drop / add / relocate any of the AC Units from the annexure –III at any stage during the contract period at its own discretion. The contractor has to execute the work entrusted on approved rates and within the stipulated time limit without any extra claim for price escalation. However, bill will be paid as per actual tonnage.
20. The contractor is also required to work on holidays in case of need for which no extra payment shall be made.



## **LETTER OF UNDERTAKING**

To,  
The Asst. General Manager (Premises & Estate)  
Premises & Estate Depart  
State Bank of India  
2<sup>nd</sup> floor, Local Head Officer,  
III/1 Pt. Jawaharlal Nehru Marg,  
Bhubaneswar-751001.

Dear Sir,

### **TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR ALL TYPES & VARIOUS MAKES OF AIR CONDITIONERS (SPLIT/CASSETTE/TOWER/WINDOW) AT LHO BUILDING, BANK HOUSE, GUEST HOUSES AT SHASTRI NAGAR, DGM QUARTER (UNIT-1), NAGESWAR TANGI & Osgard Building (UNIT-1), BHUBANESWAR**

Having examined the tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Comprehensive annual maintenance contract (CAMC) for all types & various make of Air conditioners at LHO building, Bank house, Guest house at Shastri nagar, Nageswar tangi , DGM quarter and Osgard Building , Bhubaneswar in conformity with the said Proposal documents for the sum of Rupees quoted in price bid.

We undertake, if our Proposal is accepted, shall carryout CAMC service work within the stipulated period.

We agree to abide by the Proposal and the rates quoted therein for the contract awarded by the Bank.

We understand that as per terms of this tender, the SBI may entrust the works in part or whole. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop or to add or relocate any of the AC Units from the scope of work of this tender/Annexure-III at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation.

We, hereby, also undertake that, we will not raise any claim for any escalation in the rates during the currency of contract period.

I / We have not made any modification / corrections / additions /deletions etc. in the Tender documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded PQ/Tender documents from the original and / or any documentation, of SBI shall have the absolute right to disqualify / reject our Tender and also debar me / us in participating in any future tenders of SBI without any prior intimation to me / us.

I/We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity

I / We hereby understood and accordingly confirm that all Tender documents along supporting documents/annexures etc. are required to be submitted by us strictly in the prescribed format only.



In case, the Bid/documents submitted by us along with this tender is found in any other formats and not complying this condition, we hereby authorize the SBI to summarily reject our tender for which we shall not make any protest.

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

Yours faithfully,

Signature of Authorized person/Contractor  
With Seal & Date

**LIST OF AIR-CONDITIONERS AT LHO BHUILDING AND OTHER LHO ESTABLISHMENTS**

<b>LOCAL HEAD OFFICE</b>						
<b>Basement (-1)</b>						
SI no	Location	Make	Quantity	Tonnage (TR)	Total Tr	Remarks
1	Driver Room	Voltas	1	1.5	1.5	
	<b>Total</b>		<b>1</b>		<b>1.5</b>	
<b>Ground Floor</b>						
SI no	Location	Make	Quantity	Tonnage (TR)	Total Tr	Remarks
2	CSO & Secretariat	Blue star	2 Nos.	2.0 TR (Split) 1.5 TR (Split)	3.5	
3	AGM Fire Safety	Blue star	1 No.	2.0 TR (Split)	2	
4	Fire control room	Blue star	1 No.	3.0 TR (Split)	3	
5	S.O Chamber (CCTV)	Blue star	2 Nos.	1.5 TR (Split)	3	
6	Ground Floor lobby	Blue star	2 Nos.	2.0 TR (cassete)	4	
7	SBI Connect	Carrier, Daikin	2 Nos.	1.5 TR (Split)	3	
8	LHO Medical	Voltas	4 Nos.	1Tr-2 Nos. , 2 TR-1 No. 1.5 Tr-1 No	5.5	
9	SBI Telecom	Voltas	1 No.	2.0 TR (Split)	2	
	<b>Total</b>		<b>15</b>		<b>26</b>	
<b>1st Floor</b>						
10	Staff Association	Bluestar	2 No.	1.5 TR (Split)	3	
11	Welfare Committee	Carrier	2 No.	1.5 TR (Split)	3	
12	Gymnasium	Voltas, Blue star	2 Nos.	2.0 TR (Split)	4	
13	Mahanadi	Blue star	1 No.	3.0 TR (Cassttee)	3	
14	Brahmani	Blue star	1 Nos.	3.0 TR (Cassttee)	3	
15	table tennis Room	LG	1 No.	3 tr. (cassate)	3	
16	Dinning hall	Voltas	1 No.	1.5 TR (Split)	1.5	
17	SC/ST emp. W.c	LG	1 no.	1.5tr (spilt)	1.5	
18	Table tennis Ladies Common Room	Carrier	1 No.	1.5 Tr ( Split.)	1.5	
	<b>Total</b>		<b>12</b>		<b>23.5</b>	
<b>4th Floor</b>						
19	DGM Complain & risk	Voltas	1 No.	1.5 TR (Split)	1.5	
20	FMC Investigation dept	Voltas, Carrier	2 Nos.	1.5 TR (Split)	3	
21	GM	Bluestar	1 No.	2.0 TR (Tower)	2	
22	DGM (PBBU)	Bluestar	1 No.	2.0 TR (Split)	2	
23	Audit-1	Voltas & Bluestar	2 Nos.	2.0 TR (Split)	4	
24	Audit-2	Carrier	1 No.	2.0 TR (Split)	2	
25	Audit-3	Voltas	2 Nos.	1.5 TR (Split)	3	
26	Audit-4	Voltas	1 No.	1.5 TR (Split)	1.5	
27	FSLO	Carrier	1 No.	1.0 TR (Split)	1	
28	MBPM (Server)	Carrier	2 Nos.	1.5 TR (Split)	3	

29	DGM (Govt & Sponser scheme)	Daikin	1 No.	1.5 TR (Split)	1.5	
<b>Total</b>			<b>15</b>		<b>24.5</b>	
<b>5th Floor</b>						
30	DGM Vigilance	Voltas	1 No.	1.5 TR (Split)	1.5	
31	AGM Vigilance	Voltas	1 No.	1.5 TR (Split)	1.5	
32	AGM BCDM	Voltas	1 No.	1.5 TR (Split)	1.5	
33	Server room	Blue star	2 Nos.	3.0 TR (Split)	6	
34	DGM A. Business unit	Voltas	1 No.	1.5 TR (Split)	1.5	
35	DGM REHBU	Blue star	1 No.	1.5 TR (Split)	1.5	
<b>Total</b>			<b>7</b>		<b>13.5</b>	
<b>6th Floor</b>						
36	CGM	Media, Mitsubishi(invtr)	2 No.	4.0 TR (Stand), 2 Tr Split	6	
37	CGM( Board Room)	Blue star	1 No.	4.0 TR (Stand)	4	
38	Visiter Room	Blue star	1 No.	1 TR (Split)	1	
39	Conference Hall	Blue star, Voltas	2 Nos.	2 3.0 TR(Cassete) 4.0 TR (Tower)	14	
40	Excutive Dining Hall	Voltas, LG	2 No.	1.5 TR (Split)+ 3.0 TR(Cassete)	4.5	
41	GM-I	Blue star	2 No.	2.0 TR (Split)+3TR Stand	2	
42	GM-II	Bluestar	1 No.	2.0 TR (Split)	2	
43	CGM PS	Carrier	1 No.	3.0 TR(Cassete)	3	
44	MD chamber	Voltas	1 No.	4.0 TR (Stand)	4	
45	Chairman chamber	Voltas	1 No.	4.0 TR (Stand)	4	
46	Dining hall	Blue star	1 No.	3.0 TR (Stand)	3	
47	GM-II (LHO) 6th floor	Blue star	1 No.	3.0 TR ( Tower)	3	
<b>Total</b>			<b>18</b>		<b>50.5</b>	
<b>Total Nos of AC &amp; Tonnage at LHO (-1+GF+1st+4th+5th+6th floor)</b>			<b>68</b>		<b>139.5</b>	<b>TR</b>
<b>Bank House (CGM's residence)</b>						
<b>Ground floor</b>						
48	Guest Room	Blue star	1 No.	3.0 TR(Cassete)	3	
49	Drawing hall	Blue star	2 Nos.	3.0 TR	6	
50	Bed Room (left)	Mitsubishi(invtr)	1 No.	2.2 TR	2.2	
51	Bed Room (Right)	Mitsubishi(invtr)	1 No.	2.2 TR	2.2	
52	Dinning hall	Blue star	1 No.	3.0 TR	3	

1st Floor						
53	Bed Room (left)	Mitsubishi(invtr)	1 No.	2.2 TR	2.2	
54	Bed Room (Right)	Mitsubishi(invtr)	1 No.	2.2 TR	2.2	
55	Drawing hall (1st floor)	Blue star	1 No.	3.0 TR	3	
56	Puja room	Blue star	1 No.	1.5 TR	1.5	
57	Computer room	Blue star	1 No.	1.0 TR (Split)	1	
<b>Total Nos of AC at Bank house.</b>			<b>11</b>		<b>26.3</b>	
Shastri Nagar Guest House						
58	B-1-Room-1,2	Carrier	2 Nos.	1.5 TR (Split)	3	
59	B-2-Room-3,4,5	Voltas	3 Nos.	1.5 TR (Split)	4.5	
60	B-3-Room-6,7,8,9	Carrier	4 Nos.	1.5 TR (Split)	6	
61	B-4-Room-10,11,12,13	Bluestar	4 Nos.	1.5 TR (Split)	6	
62	B-5-Ex-1	Voltas	1 No.	1.5 TR (Split)	1.5	
63	B-5-Ex-2	Voltas	1 No.	1.5 TR (Split)	1.5	
64	B-5- Dinning	Voltas	2 Nos.	1.5 TR (Split)	3	
65	B-6-Room-14,15,16,17	Voltas	4 Nos.	1.5 TR (Split)	6	
66	B-7-Room-18,19,20	Bluestar	3 Nos.	1.5 TR (Split)	4.5	
67	B-7-Drawing hall	Bluestar	1 No.	1.5 TR (Split)	1.5	
68	A-7-left side	Bluestar	4 Nos.	1.5 TR (Split)	6	
69	A-8-Right side	Bluestar	4 Nos.	1.5 TR (Split)	6	
70	Cottage	LG, Daikin	2 Nos.	1.5 TR (Split)	3	
71	Community Hall	Bluestar	4 Nos.	1.5 TR (Split)	6	
72	B-10ladies chummary	carrier	3 Nos	1.5 TR (Split)	4.5	
73	A-2 Gent's chummary	carrier	3 Nos	1.5 TR (Split)	4.5	
<b>Total Nos of AC &amp; Tonnage at Staff quarter sastrri nagar.</b>			<b>45</b>		<b>67.5</b>	
SOTH Nageswartangi, old town						
74	Room-1	Blue star	2 Nos.	1.5 TR+1.0 TR(Split)	3	
75	Room-3	Sanyu	1 No.	1.5 TR (Split)	1.5	
76	Room-4	Voltas	1 No.	1.5 TR (Split)	1.5	
77	Room-5	Blue star	1 No.	1.5 TR (Split)	1.5	
78	Drawing Room, 1st Floor	Voltas, Bluestar	2 Nos.	2 Tr (Split) 1.5 TR (Split)	3.5	
79	Dining Hall 1st Floor	LG	2 Nos	1.5	3	
80	Room no-2	Mitsubishi	1 no.	2 Tr (Split)	2	
81	Ground floor (drawing hall)	LG	1 no.	2 Tr (Split)	2	
<b>Total Nos of AC &amp; Tonnage at Nageswartangi SOTH.</b>			<b>11</b>		<b>18</b>	
DGM Quarter, Unit -1 , Bhubaneswar						
1st Floor, Chummary						
82	Dinning Hall	Blue star Inverter Model	1 No.	2.0 TR (Split)	2	
83	Room no- 1,2,3	Blue star	3 Nos.	1.5 TR (Split)	4.5	

84	1st floor 1-B DGM's Qtr, Unit-1	Carrier	4 Nos	1.5 TR (Split)-3 nos 2.0 TR (Split)-1 no	6.5	
<b>2nd Floor, Guest House</b>						
85	DGM Quarter (GM-I's Residency 2nd floor) Bed Room	Bluestar	2 Nos.	1.5 TR (Split)	3	
86	DGM Quarter (GM-I's Residency 2nd floor) Dinning hall	Bluestar	1 No.	2.0 TR (Split)	2	
<b>3rd Floor, Guest House</b>						
87	Dinning Hall	Mitsubishi Inverter Model	1 No.	2.0 TR (Split)	2	
88	Room no- 1,2,3	Blue star Inverter Model	3 Nos.	1.5 TR (Split)	4.5	
<b>Total Nos of AC &amp; Tonnage at DGM's quarter</b>			<b>15</b>		<b>24.5</b>	
<b>Oscard building (Left side)</b>						
89	Conference hall	Voltas	1 No.	2.0 TR	2	
90	DGM's chamber (SME)	Voltas	1 No.	1.0 TR	1	
91	DGM's chamber (FI)	Voltas	1 No.	1.5 TR	1.5	
92	Hall	Voltas	1 No.	1.5 TR	1.5	
<b>Oscard building (Right Side side)</b>						
93	DGM's chamber (D&TB)	Blue star	1 No.	1.5 TR	1.5	
94	AGM's Chamber (1)	Voltas	1 No.	1.5 TR	1.5	
95	AGM's Chamber (2)	Voltas	1 No.	1.5 TR	1.5	
96	Hall	Voltas	5 Nos.	1.5 TR	7.5	
<b>Total Nos of AC &amp; Tonnage at Oscard building</b>			<b>12</b>		<b>18</b>	
<b>Total Nos of AC &amp; Tonnage Under AMC</b>			<b>162</b>		<b>293.8</b>	<b>TR</b>
<b>Total = 162 Nos . (Under AMC)</b>						
<b>Total Nos of AC &amp; Tonnage Under AMC (Location wise)</b>						
Sr.No	LOCATION	QUANTITY (Nos.)		Total TR		
1	LHO	68		139.5		
2	Bank House	11		26.3		
3	Sastrinagar G.H	45		67.5		
4	DGM's Residence	15		24.5		
5	Nageswar Tangi G.H	11		18		
7	Oscard building	12		18		
<b>Total</b>		<b>162</b>		<b>293.8</b>		
<b>New ACs, which are under warranty</b>						
Sl no	Room name	Make	Quantity	TR	Total Tr	Installation month
1	Officer's Association (1st floor) at LHO	LG	2 Nos.	1.5 TR (Split)	3	08/24





2	Immersive VC room (6th floor) at LHO	Blue star	1 No.	2.0 TR (Split)	2	08/24
<b>Total nos of AC &amp; Tonnage in warranty</b>			<b>3</b>		<b>5</b>	

**Note:**

- (i) The quantities, makes and tonnage mentioned above list are tentative, which may increase or decrease. At site, there may be minor variations (in make, tonnage). However, the actual list shall be given to the successful contractor along with the Work order. The successful bidder/contractor has to execute the work at approved L1 rate irrespective of makes, model, year of manufacture. Bidders may visit the sites before quoting the rate online.
- (ii) Bank may drop / add / relocate any of the AC Units (from annexure-III) at any stage during the contract period. The contractor has to execute the work/ provide CAMC Service entrusted on L1 rate and within the stipulated time limit without any extra claim for price escalation.