



**SBI INFRA MANAGEMENT SOLUTIONS PVT LTD
(WHOLLY OWNED SUBSIDIARY OF SBI)**

INVITES TENDERS

IN A TWO BID SYSTEM THROUGH E-TENDERING

**Contractors who are on the panel of SBI, Thiruvananthapuram Circle, (LHO) in the category above Rs. 2 Lacs and having 'A' grade contract license are only eligible.
(Contractors should submit proof of the same)**

FOR

ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR THE HT ELECTRICAL INSTALLATION AT SBI THRISSUR BUILDING"STATE BANK BHAVAN"

TENDER ID: THI201908003

Last date for submission of Tender: 3.00P.M. (IST) on 26.08.2019

Opening of Tenders: 3. 30 PM. (IST) on 26.08.2019

**The Assistant General Manager,
SBI Infra Management Solutions Pvt. Ltd.
4th Floor, SBI LHO Building,
Poojappura,
Thiruvananthapuram– 695012**

NOTICE INVITING TENDER (NIT): TENDER ID: THI201908003

Tenders are invited from competent ELECTRICAL contractors who are on the Banks approved panel of LHO Thiruvananthapuram Circle in the category ABOVE Rs. 2 Lacs and having A grade contract license for ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR THE HT ELECTRICAL INSTALLATION AT SBI THRISSUR BUILDING "STATE BANK BHAVAN" by State Bank of India Infra Management Solutions Pvt. Ltd., (SBIIMS)

1	Estimated cost of work:	Rs. 7.80 Lakhs. (Estimate value is inclusive of GST)
2	Date of download of tender documents from Bank's web site http://www.sbi.co.in under "procurement news".	From 07.08.2019 to 26.08.2019.
3	Last date and time for submission of tender.	Date: 26.08.2019 by 3.30 P.M.
4	Earnest Money Deposit. (EMD)	<u>Rs.7000/- (Rupees Seven Thousand Only) as Demand draft drawn in favour of Assistant General Manager, SBIIMS payable at Thiruvananthapuram.</u>
5	Tender fees	Rs.1000/- To be paid through SB collect. The procedure for remitting tender fee is detailed in Annexure 1. Copy of the generated receipt with reference number shall be enclosed with the tender. (Without Tender Fee, tender will be rejected)
6	EMD to be submitted at:	EMD & technical bid should be submitted physically at SBI Infra Management Solutions Pvt. Ltd. Office, 4th Floor, SBI LHO Building, Poojappura, Thiruvananthapuram - 695012 before 26.08.2019 by 3.30 P.M. Contact: Assistant General Manager. 0471-2419410/2419435. For clarifications regarding the tender please contact - Electrical Engineer, AO SBIIMS- 9497178965
7	Date and Time of opening Tenders: (Technical Bid)	Date: 26.08.2019 at 3.30 P.M. (IST) at above office address. Technical Bid of those firms / contractors who do not submit EMD and Tender fees shall be rejected. Representatives of Bidder may be present during opening of Technical Bids. However Bids would be opened even in the absence of any or all the bidder's representatives.

		Price bids of technically qualified vendors will be opened on the same day.
8	Bidder Contact Details.	Bidder to provide following information. 1) Name of Company. 2) Contact Person. 3) Mailing address with Pin Code. 4) Telephone number and Fax number. 5) Mobile Number and E-MAIL.
9	For any information please contact	Manager (Electrical) - 9497178965.

The SBIIMS reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

Note: This tender is an offline tender. There is no online price bid submission for this tender. Tenderers are requested to submit the tender in two bid system (Technical & Price Bid)

Cover 1 : Technical Bid : EMD + Copy of necessary documents called for in the tender + first 30 pages of tender document duly signed and sealed & super scribed with "Cover-1 Technical Bid for "ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR THE HT ELECTRICAL INSTALLATION AT SBI THRISSUR BUILDING "STATE BANK BHAVAN"."

Cover 2: Price bid: Last page (BOQ) of the tender document duly filled, signed and sealed & super scribed with "Cover-2 Price Bid for ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR THE HT ELECTRICAL INSTALLATION AT SBI THRISSUR BUILDING "STATE BANK BHAVAN"

Cover 3: Containing Cover 1 & 2 super scribed with "Tender for ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR THE HT ELECTRICAL INSTALLATION AT SBI THRISSUR BUILDING "STATE BANK BHAVAN"

INSTRUCTIONS TO CONTRACTORS.

1. This tender is for the “ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR THE HT ELECTRICAL INSTALLATION AT STATE BANK BHAVAN, THRISSUR COMPOUND”. It is a Two Bid containing Technical and Price Bid.

In their own interest the contractors are advised to use their own specific seals and desist from using currency coins for the purpose. Tenders with incomplete or broken seals are liable to be rejected, the matter solely resting at the discretion of the SBIIMS. If a Contractor does not quote for one or more items, the Tender will be considered as incomplete and will be rejected.

2. SBIIMS reserve to itself the right to accept or reject any tender without assigning any reason for doing so and does not bind itself to accept the lowest or any other tender.

3. General Specifications are for guidance only. The latest ISI codes and Specifications and mode of measurements will be referred to during execution.

4. Employer shall mean Deputy General Manager, State Bank of India, State Bank Bhavan, Thrissur.

5. The tender is to be submitted in sealed cover super scribed as “ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR THE HT ELECTRICAL INSTALLATION STATE BANK BHAVAN, THRISSUR” (EMD & Technical bid cum prequalification bid) containing the tenderer's EMD (in the form of a Demand Draft), Tender cost, Technical bid and supporting documents for prequalification criteria, Price Bid. There should not be any mention about the Price in any manner in cover. All pages should be properly tied and tagged in its order for easy identification during scrutiny. Full address with phone no. of the tender should be written on the sealed covers.

All pages should be signed and sealed by the tenderer. No deviations from the tender are acceptable.

6. Bills of quantities in respect of each work and a specification accompany this tender notice. The tenderers must use only the form issued by the SBIIMS to provide the Indicative price bid. The Bills of quantities are liable to alternations by omission, deduction or addition at the discretion of the SBIIMS.

7. Income tax (PAN) and GST registration certificate to be enclosed.

Please read the ‘INSTRUCTIONS TO TENDERERS’ thoroughly before submitting the Tenders. Also note to verify the Bank web-site under ‘PROCUREMENT NEWS’ before the last date and confirm that ‘CORRIGENDA’ to the Tender Notices issued (if any) has been read and / or complied with.

INDEX

1. TENDER FORM.....	6
2. NOTICE TO CONTRACTOR.....	8
3. ARTICLES OF AGREEMENT.....	11
4. APPENDIX TO GENERAL CONDITIONS OF CONTRACT.....	13
5. SPECIAL CONDITIONS OF CONTRACT.....	14
6. SPECIAL CONDITIONS AND SAFETY CONDITIONS.....	19
7. TECHNICAL SPECIFICATIONS	21
8. ANNEXURE-E AND PRICE BID.....	27
9. ANNEXURE I- PROCEDURE FOR PAYMENT OF TENDER FEE THROUGH SBI CONNECT-----	29

1. TENDER FORM

PROJECT: ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR THE HT ELECTRICAL INSTALLATION AT STATE BANK BHAVAN, THRISSUR.

Dear Sirs,

I/We the undersigned have carefully gone through and clearly understood after visiting the site and tender documents comprising of the tender form, Notice to contractors, and conditions for building contract, Special Conditions, Specifications and Schedule of Probable quantities and Draft Agreement prepared by you.

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates which/I/We have quoted for the respective items of the Probable Bill of Quantities.

I/We are depositing as Earnest Money a sum of Rs.7,000/- (Rupees Seven Thousand Only) in favor of "Assistant General Manager, SBI Infra Management Solutions Pvt Ltd, Thiruvananthapuram" along with this tender for due execution of the work at my/our tendered rates together with any variations which shall be adjusted by the SBIIMS at prices based on our tendered rates. I/We shall deposit further sum equivalent to 5% of tender amount, less EMD paid in the event of my/our tender being accepted, towards Total security deposit.

In the event of this Tender being accepted I/We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, within 15 days of receipt of work order, in default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid Earnest Money deposit.

I/We further agree to execute the work covered in the Annual Maintenance Contract from the 15th day reckoned from the date of issue of the work order to commence the work or on which contractor is instructed to take possession of the site, whichever is later.

I/We agree not to employ Sub-contractors other than those that may be specifically approved by SBIIMS for this contract work.

I/We agree to and to get the work, workers, employees (of contractor, SBIIMS & Employer) engaged on the work at site for execution of the work shall be insured comprehensive insurance including fire/accidents/ rain/ floods/riots/CAR policy (contractor's all risk insurance policy) and the insurance shall cover the period from date of start of work to date of actual completion of work. Draft Insurance deed will be got vetted by SBIIMS Engineer, before obtaining the

same. All the rates quoted by me/ us are inclusive of the same in full and nothing extra shall be claimed anytime on account of any of these.

I/We agree to pay Income tax, to be deducted at source, at the rate prevailing from time to time on the Gross value of the work done, and the rates quoted by me/we are inclusive of same.

Yours faithfully,

Contractor's Signature

Address:

Date:

2. NOTICE TO CONTRACTOR

PROJECT: ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR THE HT ELECTRICAL INSTALLATION AT SBI, STATE BANK BHAVAN, THRISSUR

Dear Sirs,

1. On behalf of our clients, **M/s SBI, Administrative Office**, Thrissur we have pleasure in inviting you to tender for the aforesaid work.
2. The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint himself with all local conditions and matters pertaining thereto.
3. Each of the tender documents page is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General conditions etc., as laid down. Any tender with any of the documents not so signed will be rejected.
4. The tender documents must be filled in English and all the entries must be made by hand and written in ink/ball pen. If any of the documents are missing or un-signed, the tender shall be considered invalid.
5. Each and every one of all erasures and additions/alterations made, while filling the tender, must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. After submission of the tender no advice or any change in rate or conditions will be entertained. All the rates should be quoted both in figures and words. In-case of any discrepancy in rates quoted in words/figures and the amounts, the rate quoted in words shall be taken as final and binding.
6. The tender shall be valid for the contract period.
7. TOTAL SECURITY DEPOSIT: shall comprise of:
 - a. Earnest Money deposit
 - b. Retention money
- 8.1 The intending tenderer shall deposit with SBI Payable at Thrissur, by Demand Draft a sum of Rs. 7,000/- (Rupees Seven Thousand Only) as the Earnest Money, as a guarantee of good faith, which amount shall be forfeited as liquidated damages, in the event of any evasive/direct refusal or delay in starting the work and or signing the contract. The deposit of the unsuccessful tenderers will be returned, without interest, immediately after

a decision is taken regarding the award of the contract. The Earnest money of the successful tenderer will be adjusted towards Security Deposit. A tender not accompanied by Earnest money deposit will not be considered.

- 8.2 The successful tenderer will have to pay further sum equivalent to 5% of his contract value for first year, less EMD already paid, as Total Security Deposit by means of a D.D./Banker's cheque in favour of 'Assistant General Manager, SBI Infra Management Solutions Pvt Ltd, Thiruvananthapuram within **14 days from the date of issue of work order to commence work. The EMD and initial Security deposit thus paid shall be held by the State Bank of India as Security deposit, for due execution and fulfillment of the contract, till the completion of the contract period in all respects and shall not bear any interest.**
- 8.3 On the SBIIMS Engineer certifying the completion of Contract, total security deposit shall be released to the contractor after the completion date of contract, agreed by the SBIIMS.
9. Within 15 days of the receipt of intimation from the SBIIMS of the acceptance of his/their tender, the successful tenderer shall be bound to sign an agreement, on a stamp paper in accordance with the Draft Agreement and conditions of contract attached herewith, but the work order or the written acceptance of a tender by the Employer will constitute a binding agreement between the Employer and the person tendering whether such formal contract is or not signed by the contractor.
10. All compensation or other sums of money payable by the contractors to the clients, under the terms of this contract, may be deducted from the Security Deposit or from any sum that may be or may become due to the contractor on any account whatsoever, and in the event of the Security deposit being reduced by reasons of any such deductions, the contractor shall within 15 days of being asked to do so make good in cash or cheque, any sum which have been deducted from his security deposit.
11. If the contractor fails to carry out the maintenance works of the electrical system in the premises as specified, contractor will have to pay liquidated damages at the rate of ½% of contract amount for each week subject to maximum of 5% of the contract value. Beyond which the contract will be considered for cancellation.
12. The contractor will have to assess the routine requirement of spares and the stock of the same to be maintained with proper record of purchase and use under verification of Bank's electrical engineer.
13. Our clients, SBIIMS, do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason whatsoever for doing so.
14. No employee of the bank or SBIIMS is allowed to work as a contractor for a period of two years of his retirement from bank service, without the previous permission of the bank or SBIIMS. This contract is liable to be cancelled, if either the contractor or any of

his employees is found at any time to be such a person who had not obtained the permission of the bank or SBIIMS as aforesaid before submission of the tender or engagement in the contractor's service.

15. Release of security deposit:

Total security deposit will also be released subject to submission of a Bank Guarantee, to the satisfaction of SBI for an equivalent amount. This Bank Guarantee shall be valid up to completion period of the contract. The bank guarantee shall be released after completion of the contract period provided that there are no defects noticed in the work during contract period or defects if any is rectified by the contractor to the entire satisfaction of SBIIMS.

3. ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____ 2019 between **Chief Manager (GB), AO, State Bank Of India, Thrissur** of (hereinafter called the "Employer") of the one part and _____ (hereinafter called "The Contractor") of the other part, whereas the Employer is desirous of getting the work of "**ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR THE HT ELECTRICAL INSTALLATION AT STATE BANK BHAVAN, THRISSUR**" executed and conditions of contract, specifications and Scope of work etc., describing the works prepared by SBIIMS and the conditions of contract, specifications and Scope of work etc., have been signed by or on behalf of the parties hereto.

AND WHEREAS THE CONTRACTOR has agreed to execute upon and subject to the conditions set forth in the Schedule hereto (hereinafter referred to as "Said Conditions") and included in the said schedule of work for such sum as may be ascertained to be payable in terms of the Bills of Quantities, and which sum is estimated to be Rs. _____ (Rupees _____) (hereinafter referred to as "Said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said sum 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 the maintenance work described in the specifications and Scope of work.
2. The Employer shall pay the contractor the said sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. Tender documents containing work order Notice to the Contractor, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Specifications and Schedule of work with the rates entered therein, shall be read and studied 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 part respectively in such conditions contained.
4. The contract is neither a fixed lumpsum contract or a piece work contract, but is a contract to carry out work in respect of maintenance of the electrical system as specified in the scope of work.
5. The Employer, reserves to himself the right of altering the drawings and natures of the work, of adding/substitution to or omitting any items of work or having portions of the same carried out through alternate agencies without prejudice to this contract.
6. This agreement and contract shall be deemed to have been made in Thrissur and any questions or dispute rising out of or in any way connected with this Agreement and Contract shall be deemed to have arisen in Thrissur and only the courts in Thrissur shall

have jurisdiction to determine the same. The limitation period will be 90 days from the date of dispute having arisen.

AS WITNESS our hand this _____ day of _____ 2019

Signed by the said in the presence of:

WITNESS : SIGNATURE

NAME :

ADDRESS :

EMPLOYER

WITNESS : SIGNATURE

NAME :

ADDRESS :

4. APPENDIX TO GENERAL CONDITIONS OF CONTRACT

1. Earnest Money Deposit (EMD) : Rs. 7,000/-
2. Total Security Deposit : 5% of contract value including EMD.
3. Period of contract : The contract will be valid for a period of one year, renewable twice for a further period of one year each and the payment will be made as per the rates quoted in the price bid on renewal.
4. Total retention money including Earnest money Deposit : 5% of the contract value.
5. Release of deposit after : The EMD and initial Security deposit thus paid shall be held by the State Bank of India as Security deposit, for due execution and fulfillment of the contract, till the completion of the contract in all respects and shall not bear any interest.
6. Period for honouring certificate : Nil
7. Secured Advance : Nil

WITNESS :

DATE : SIGNATURE OF THE CONTRACTOR WITH DATE

6. SPECIAL CONDITIONS OF CONTRACT

1. Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of the delays may be or for any other reason what so ever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liabilities for any sum besides the tender amount, subject to such variations as are provided for herein
2. The contractor must bear in mind that the maintenance work shall be carried out strictly in accordance with specifications and instructions of the Employer/SBIIMS.
3. Contractor shall strictly comply with the provisions of safety code in addition to all local rules and regulations.
4. The contractor shall be responsible for the observance of all rules and regulations framed by the government under the contract labour act. The Employer shall be entitled to deduct all losses, damages that he might suffer on account of non-observance of these rules by the contractor, from the amount payable to the contractor.
5. Time shall be considered the essence of this contract. The entire work must be executed as given in NIT. If the work execution is not done as per the contract a penalty at the rate of ½ % per week over the contract value will be imposed subjected to a maximum of 5%.
6. Adequate engineering and technical staff as per the contract to be appointed at site. ELECTRICAL contractor should inform of their number and qualification. An Approval of SBIIMS should be taken prior to appointing such technical staff on site.
7. **The contractor shall keep the tender submitted by him open for acceptance for a minimum period of three months from the date of it's submission and the same should be valid throughout the contract period** .When once the tender is accepted the rates quoted by the successful tenderer shall be firm and the variation in rates of any one or all the items on any account shall not be allowed during the entire duration of the contract
8. The contractor shall comply with all bye- laws and tax regulations (including GST) of local and other statutory authorities having jurisdiction over the works and shall be responsible for the payment of all the fees and other charges and for giving and receiving of all necessary notices drawings and test certificates.
9. The successful tenders shall properly safeguard against damage or injury to the public and to any property or thing and shall alone be responsible for any such damage and injury to any person or persons or thing arising in connection with it's execution of work. The successful tenderer shall protect and hold harmless the SBIIMS against any or all claims for any such injury or damage.

10. The SBIIMS shall have the right to direct the contractor to purchase and use the materials from any source for proper execution of work.

11. INSURANCE

The contractor shall indemnify SBIIMS up to CAR Policy (Contractor's All Risk Policy) against all claim which may be made against SBIIMS by any member of the public or the third party in respect of anything which may arise in consequence thereof and shall at his own expense arrange to effect and maintain up to one month after the virtual completion from an office approved by SBIIMS a policy of insurance in the joint names and deposit such policy or policies with SBIIMS from time to time during the currency of this contract. The contractor shall also indemnify SBIIMS against all claims which may be made upon the SBIIMS under the workman's compensation act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub-contractor and shall at his own expenses effect and maintain upto one month after virtual completion of the contract from an office approved by SBIIMS a policy or policies of insurance in the joint names of SBIIMS and the contractor as aforesaid. The contractor shall be responsible for any other thing which may exclude from the insurance policies above referred to and also for any other damage to any property arising out of and incidental to the negligent or defective carrying out of this contract.

He shall also indemnify SBIIMS in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damage arising therefrom. SBIIMS shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation caused, charges and expenses arising or occurring from or in respect of any such claims or damages from any sum or sums due or to become due to the contractor.

12. WORKMAN AT SITE:

The contractor's work people shall not be allowed to live on the site at any time throughout the contract nor to trespass beyond the limits of the site. The contractor will be held responsible for any acts of trespass by his work people.

13. SETTLEMENT OF DISPUTES AND ARBITRATION:

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications and instructions herein before mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of our 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 work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (a) 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 Bank 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 **The Chief Manager (GB), SBI, Administrative Office, Thrissur** and endorse a copy of the same to **The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 4th Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram – 695012**, 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 contractor shall not be entitled to raise any claim nor shall the bank be in any way liable in respect of any claim by the contractor unless notice of such claim have been given by the Contractor **The Chief Manager (GB), SBI, Administrative Office, Thrissur** in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to **The Chief Manager (GB), SBI, Administrative Office, Thrissur** in writing in the manner and within the time aforesaid.
- (b) **The Chief Manager (GB), SBI, Administrative Office, Thrissur** 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 Chief Manager (GB), SBI, Administrative Office, Thrissur** submit his claims to the conciliating authority namely the Deputy General Manager (B&O), State Bank of India, Administrative Office, Thrissur for conciliation along with all details and copies of correspondence exchanged between him and **The Chief Manager (GB), SBI, Administrative Office, Thrissur**.
- (c) 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 General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- (d) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes of differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. 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 General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left 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 General Manager as aforesaid should act arbitrator.

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

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

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 settlement 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 fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) 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.

14. TERMINATION OF CONTRACT BY EMPLOYER:

If the contractor (being an individual or a firm) commit any " Act of Insolvency ", or shall be adjudged as insolvent, or shall make an assignment or composition of the greater part in number of amount of his creditors, or shall enter into a Deed of Assignment with his creditors, or (being an incorporated Company) shall have an order made against him or pass an effective Resolution for winding up either compulsorily, or Subject to the supervision of the court or voluntarily, or if the official Assignee of the contractor shall repudiate the Contract, or if the Official Assignee or the Liquidator in any such winding up shall be unable, within seven days after notice to them requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract and if required by the Employer to give a security there for, or if the contractor shall suffer any payment under this contract to be attached by or on behalf of any of creditors of the Contractor, if the Contractor shall assign or sublet the contract without the consent in writing of the Employer first obtained, or if the contractor shall charge or encumber this Contract for any payments due or which may become due to the Contractor thereunder, or if the Employer shall certify in writing that in his opinion the Contractor:

- (a) Has abandoned the Contract, or

- (b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving from the Employer written notice to proceed, or
 - (c) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within time agreed upon, or
 - (d) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things required by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the contractor to observe or perform the same, or
15. The contractor should co-ordinate with other agencies viz., UPS, DG Set and AC Vendors for rectification of those issues.
16. The Contractor shall not be eligible for any material advance.

7. SPECIAL CONDITIONS AND SAFETY CONDITIONS

The contractor is hereby advised to read the following conditions carefully before quoting rates and to be strictly adhered during execution of work.

SPECIAL INSTRUCTIONS

- a) Contractor shall submit copies of all statutory compliance certificates such as ESIC, PF, Contract labour registration, shop & establishment and or any other local authority registration as applicable.
- b) All workmen, engineers, supervisors shall be converted as per ESIC, PF & minimum wages act.
- c) All workmen, engineers, supervisors shall undergo pre-employment medical check-up through company recognized medical officer and submit copies of test report.

Contractor to provide proof of monthly remittances with regard to the workmen deployed at the site.

Contractor is responsible to ensure that his workmen are confined to their work area and comply with all safety, security and administrative instructions given by the site engineer.

Contractor shall provide identification badges to all his people.

On completion of day's work, the entire area shall be kept clean and neat. All debris, surplus material etc., shall be removed immediately from the site.

Any such substandard material used during execution will be rejected and fully deducted from the bills.

The contractor has to carry out the work in coordination with the other appointed agencies. The contractor should study the situation at site and organize the work accordingly. Whenever work needs to be done in coordination with other agencies, the contractor shall work out the actual time required to complete his part of the job in respects and inform the company.

The areas is in "No smoking Zone" therefore smoking is strictly prohibited.

Workmen are not allowed to sleep during night and cook food inside the premises.

Contractor should strictly following safety guidelines.

All contractor's people need to undergo induction/safety training and formal interview by company selection committee.

Contractor shall submit a copy of competency certificates like wiremen license, supervisor's license, etc., issued by competent authority before deputation of the workmen.

Contractor shall maintain daily master roll book for his people at site.

COMPANY SAFETY GUIDE LINES

WORKING BELOW GROUND LEVEL:

Check that there are no underground cables/ water/sewage lines prior to start any work at this premises. If found inform to concerned official. Disconnect power supply to any cables found in work areas with permission.

WORKING AT HEIGHTS :

All personnel working at heights beyond 1.8M should wear safety belts.

Ensure that safety belts are tied security to anchors while working at heights.

Ensure that rigging is well anchored to solid supports prior to erecting items like trusses at a height.

Ensure that debris is cleared on a daily basis from work spots.

Ensure that a nylon safety net is securely fitted under the trusses to provide safety against accidental falls to personnel (who will need to have safety belts securely fastened) working on the trusses and roofing. Alternatively well-supported platforms with protected railings should be used a height suitable for personnel to work while standing.

Ensure that roof top ladders are used while laying and working on the roof.

Ensure that ladders used for climbing to heights are firmly secured against slippage.

All scaffolding should be in steel frames.

WORKING WITH ELECTRICITY

Ensure proper earthing of all electrical machines used.

Ensure that all connections are taken throughout earth leakage's circuit breakers. Providing ELCB on the main distribution board prevents accidental shocks.

Ensure availability of 2 CO2 type fire extinguishers at any easily accessible location at site for fire fighting

Provide a pair of fire buckets filled with dry sand for fire fighting at site.

PERSONAL PROTECTIVE GEAR

Following is a list of items to be provided to workmen by the contractor as and when required the items must be ISI certified.

Safety shoes

Hard hats

Safety belts

Gloves

TECHNICAL SPECIFICATIONS

ANNEXURE - 'A'

Nature and Scope of work:-

State Bank of India has its Premises at State Bank Bhavan, located at Kovilakathumpadom, Shornur Road, Thrissur. The office is a HT Consumer with a 11KV/433V 400KVA Dry type cast resin indoor transformer, a 630A ABSFU on the HT side, an 630A, 4P Load break ATS and a composite MV panel on the LT side. A 320 KVA DG set serves as standby power source which feeds the entire premises of the building with basement, ground and three floors. A separate utility panel, AC panel, SSB1 and APFC panel is also situated in the substation room. The ground floor of the premises is electrified from an SSB located in the substation. SSBs catering the electrical supply to all other floors are situated in the respective floors. Individual distribution boards for power and lighting is located in each floor. Power factor of the building is maintained within stipulated limits by an automatic APFC panel of 200 KVAR capacity. The premises has 4 Nos. of UPS with capacities of 25 KVA each located in the first & third floors (2 nos of 25 KVA each) whose outputs are connected at each floor through separate UPS distribution boards. Each floor office area in the Premises are fully air conditioned by individual split/ cassette/ ductable air conditioners, both single phase and 3 phase type. Illumination of the premises is mainly with T5 tubes, flurosent, CFL lamps with electronic ballasts and LED Light fittings. The premises also use ceiling fans, wall fans and exhaust fans for adequate ventilation. The yard lighting of this entire premises is with Flurosent, CFL, LED luminaires. The present contracted electrical load of the premises is 250KVA. Daily operation & maintenance include routine checking of substation equipment parameters and maintenance of of STP, other electrical installations including Generator, lift, AC, UPS, water pump etc and maintenance of compound/general lighting etc.

The scope of the work is routine and periodical maintenance of the power delivery, control & protective devices and systems of the above detailed electrical equipment's & fixtures so as to ensure their reliable and continuous operation.

ANNEXURE - 'B'

Schedule of work:-

1. Daily inspection and testing of 320KVA DG set.

The above DG sets are to be checked for adequate lube oil level, water level in radiator and any leaks etc. The DG sets are to be test run for 15 minutes on load and observed for any abnormalities in speed, sound and temperature. The parameters of the electrical output like V, I, KW etc. to be noted and recorded in the log book.

2. Adequate stock of diesel fuel should be ensured by physical inspection on a daily basis and any replenishment required to be reported to **Chief Manager (GB) or Concerned Office Head.**

3. Daily inspection and cleaning of the transformer and HT installations Cleanliness in the area surrounding the transformer 11 KV panel, DG set, Panel boards, cable trunk trays, machine rooms etc. is to be ensured with the help and co-ordination with the cleaning agency.

4. Attending to complaints regarding minor repairs to lights, fans, air conditioners, UPS output wiring etc. as and when it is reported.

5. All minor electrical works including fixing of lights and fans, replacement / repairs to switches, MCBs, MCCBs, fuse carriers, plug and sockets etc. shall be done as part of maintenance work. All consumables for such works will be supplied by the Bank.

6. All main switch boards, sub switch boards and distribution boards to be checked for overheating and any loose connection once in a month.

7. Co-ordination with the AMC contractors of air conditioners, UPS systems, batteries, DG set etc. to ensure their regular periodical maintenance.

8. Operation of above **DG sets** during power failures and as warranted by limitations imposed by KSEB. The batteries of the DG set should be maintained to ensure is longevity and reliability of the DG set.

9. A Daily log book recording all maintenance and repairs carried out is to be maintained for scrutiny by Bank's Officials.

10. A register is to be maintained for all periodic preventive maintenance functions carried out on the electrical installations of the State Bank Bhavan premises.

11. Daily operation & maintenance of DG Set with a log book for fuel filling and AMC is to be maintained. Operation and maintenance of STP and fire pumps & motors, including compound/general lighting to be carried out.

ANNEXURE - 'C'

Schedule of Staff Deployment:-

The minimum requirement of maintenance staff to be deployed for the work is as under:-

1) Supervisor:-

Qualification and experience:-

Diploma in Electrical Engineering with industrial electrical experience.

Responsibilities:-

Supervision of all works related to electrical maintenance, staff deployment, repair works, spares procurement, managing operation of DG set, operation & maintenance of water treatment plant including pumps, maintenance of Log book regarding DG operation, fuel filling and repair functions carried out.

Working hours:-

S. No.	Schedule of working hours	From	To
1	Monday to Saturday	9:30 AM	5:30 PM
2	Sunday	Weekly off	

2) Electrician:- Nos. 2

Qualification and Experience:-

ITI Certified Electrician or Wireman Permit Holder with experience in electrical repairs and maintenance of electrical substation, generator sets, motors and pumps.

Responsibilities:-

Manual and Technical support to the Supervisor in electrical repair and maintenance functions.

Working hours:

The two Electricians has to work on Shift wise, and the shift timing's are as follows

S. No.	Schedule of working hours	Shift - A		Shift - B	
		From	To	From	To
1	Monday to Friday	7:00 AM	3:00 PM	1:00 PM	9:00 PM
2	Saturday	7:00 AM	3:00 PM	Weekly off	
3	Sunday	Weekly off		9:30 AM	5:30 PM

ANNEXURE - 'D'

General Terms and Conditions:-

- 1) The Contractor agrees to possess valid license issued by Electrical Inspectorate of not less than "A" Grade. Only persons suitably qualified with relevant experience approved by Electrical Inspectorate should be engaged.
- 2) Approval of Bank's/SBIIMS Electrical Engineer shall be obtained before deployment of personnel. Persons found unsuitable by Bank's/SBIIMS Electrical Engineer shall be promptly replaced, on-being so advised by Bank's/SBIIMS Engineer.
- 3) Operation and Maintenance services are required to attend and as mentioned in Annexure - C, on all Bank working days. For services on Bank holidays and beyond specified working hours on Bank working days, **the contractor will be paid @ Rs.125/- (Excluding GST) per hour per person.**
- 4) The contractor should take necessary insurance policy to cover his workmen adequately against accidents at site, as required by the labour laws while their working at the premises.
- 5) Contractor or the Supervisor should take the necessary steps needed to overcome any emergency situation which interrupts the proper functioning of the 11 KV Sub Stations (11 KV power supply faults, transformer faults, OCB problems, faults in DG set, AMF panel etc. at the Bank's premises). The Supervisor is responsible to arrange all emergency spares and consumables after obtaining administrative sanction from the Bank. He should co-ordinate the work between the Bank and the KSEB.
- 6) The contractor or its representative is responsible for all liaison works needed between the Bank and other Government Departments like KSEB, Electrical Inspectorate etc. when required. The Supervisor is responsible to do all official work needed to regulate the electricity consumption charges, enhance the power etc. He has to directly supervise and monitor the functions of electrical Substation including DG set, AMF panel and all maintenance and repair works. He shall report all related problems in writing to **Chief Manager (GB) or Concerned Office Head.**
- 7) Cost of consumables and spares are not included in the contract. Such items will be issued by the Bank as required and the contractor has to take delivery and convey for use without additional claim. Requirements anticipated shall be indented with the Bank at least one fortnight in advance for arranging supply.
- 8) The contractor agrees to obtain and utilise the spares and consumables supplied by the Bank from time to time and obtain express permission for purchase of spares directly.
- 9) No items are permitted to be taken out from the Bank's premises without written permission from **Chief Manager (GB) or Concerned Office Head.**
- 10) All tools, meters and instruments required for the maintenance / testing of equipment's and those including safety items (as per Electrical Inspectorate Rules) required for satisfactory execution of the job (Repair and Maintenance) shall be provided by the contractor. The Bank will

not be responsible for any accidents that may be caused due to unavailability of the safety gadgets or non-adherence of safe practices.

11) Agency should submit the qualification and experience certificates of employees deployed by it.

12) Subletting the work will not be permitted.

13) The contractor shall carry out the works as provided for under IE Rules 2003 and relevant IS specifications. Any temporary deviations should have the prior approval of the Electrical Engineer.

14) The contractor should carry out any works of urgent nature at the guest house/residences of the Executives of the Bank at any time and necessary payments will be made towards such works carried out.

15) As regards major works like additions and alternations to existing installations, the contractor is to quote separately and carry out the work after getting approval, without disturbing the maintenance personnel during their working hours.

16) Minimum Wages Act and other labour laws are applicable to the contractor.

17) The monthly retainer fee agreed to by the contractor shall include all salaries, wages, leave, workmen compensation, insurance, income tax and all or any other payments applicable as per Central/State Government Regulations. The Bank shall have no employer-employee relationship with persons deployed by the contractor and the liability of the Bank will be limited to the agreed rates only.

18) An agreement is to be executed on a stamp paper along with security deposit of 5% of annual contract value.

19) Payment of the monthly retention fee including claim for cost of reimbursement of any spares and consumables supplied directly by the contractor will be made every month on production of bills. Payment will not be made in case of any of the conditions mentioned above are not satisfied. Being a manpower oriented work, staff as mentioned are mandatory or otherwise payment will not be made.

20) Either party has the right to terminate the agreement by giving two months written notice to the other party.

22) The Contractor should undertake that the personnel assigned to Bank's premises are in the actual control of the contractor. If any defect or shortcoming is pointed out in the conduct of the staff or in discharging their functions, the contractor agrees to replace them or suitably advise them on a specific request in this regard made by the Bank.

23) The contract will be valid for a period of one year, renewable twice for a further period of one year each and the payment will be made as per the rates quoted in the Price Bid on renewal.

Procedure of submission of price bids:-

Technically and commercially short-listed bidders from the Technical bids shall only be eligible to participate in the auction.

Note: This tender is an offline tender. There is no online price bid submission for this tender. Tenderers are requested to submit the tender in two bid system (Technical & Price Bid)

Cover 1 : Technical Bid : EMD + Copy of necessary documents called for in the tender + first 32 pages of tender document duly signed and sealed & super scribed with "Cover-1 Technical Bid for "ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR THE HT ELECTRICAL INSTALLATION AT SBI THRISSUR BUILDING "STATE BANK BHAVAN"."

Cover 2: Price bid: Last page (BOQ) of the tender document duly filled, signed and sealed & super scribed with "Cover-2 Price Bid for ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR THE HT ELECTRICAL INSTALLATION AT SBI THRISSUR BUILDING "STATE BANK BHAVAN"

Cover 3: Containing Cover 1 & 2 super scribed with "Tender for ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR THE HT ELECTRICAL INSTALLATION AT SBI THRISSUR BUILDING "STATE BANK BHAVAN""

CONTACT INFORMATION

STATE BANK OF INDIA
Assistant General Manager, SBIIMS, 4TH Floor, Local Head Office, State Bank of India. Poojappura, Thiruvananthapuram-695012 Office Tel. No0471-2419410/2419435. Email: headtri.sbiims@sbi.co.in , vennam.shekar@sbi.co.in

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 SBIIMS to any other party.

SBIIMS's decision on award of Contract shall be final and binding on all the Bidders.

ANNEXURE - 'E'

Format of undertaking to be submitted on a stamp paper of Rs. 50/- :-

- 1) We, the undersigned hereby declare and affirm that we have gone through the terms and conditions mentioned in the tender documents Annexure (A), (B), (C) & (D) and undertake to comply with all the terms and conditions.
- 2) That the monthly rate of Rs. (Rupeesonly) + GST quoted by me are valid and binding upon me for the entire period of the contract.
- 3) That we authorize Chief Manager (GB), Administrative Office SBI Thrissur to forfeit the security amount deposited by us in case of any failure to comply with the terms and conditions of the contract to the satisfaction of the Bank's authorities/SBIIMS.
- 4) That we will be in a position to perform the work to the satisfaction of the Bank's authorities/SBIIMS.
- 5) That there is no vigilance / CBI case or court case pending against us / my firm debarring us / my firm to undertake the contract work.
- 6) We have been informed that the Bank/SBIIMS reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- 7) We are ready to execute the agreement prescribed by the Bank/SBIIMS in this regard.

S.No.	Items	Details
1	Name & Address of Contractor/ Agency with Telephone No.	
2	PAN	
3	TIN	
4	Bank Name & Branch	
5	A/c No.	
6	Bank IFS Code	

PRICE BID

ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR THE HT ELECTRICAL INSTALLATION AT STATE BANK BHAVAN, THRISSUR

S. No.	DESCRIPTION OF ITEM	FIRST YEAR AMOUNT (Rs.)	SECOND YEAR AMOUNT (Rs.)	THIRD YEAR AMOUNT (Rs.)
1	Monthly charges to be paid at the end of every month per deploying All the Man Power as per Annexure 'C'.	Rs. + GST	Rs. + GST	Rs. + GST
2	AMC charges per Annum (ie. Item No:1 X12)	Rs. + GST	Rs. + GST	Rs. + GST
3	TOTAL AMOUNT FOR DECIDING THE L-1 CONTRACTOR, QUOTED FOR ALL THREE YEARS	Rs. + GST		
	Total Amount in Words :			

Terms & Conditions :

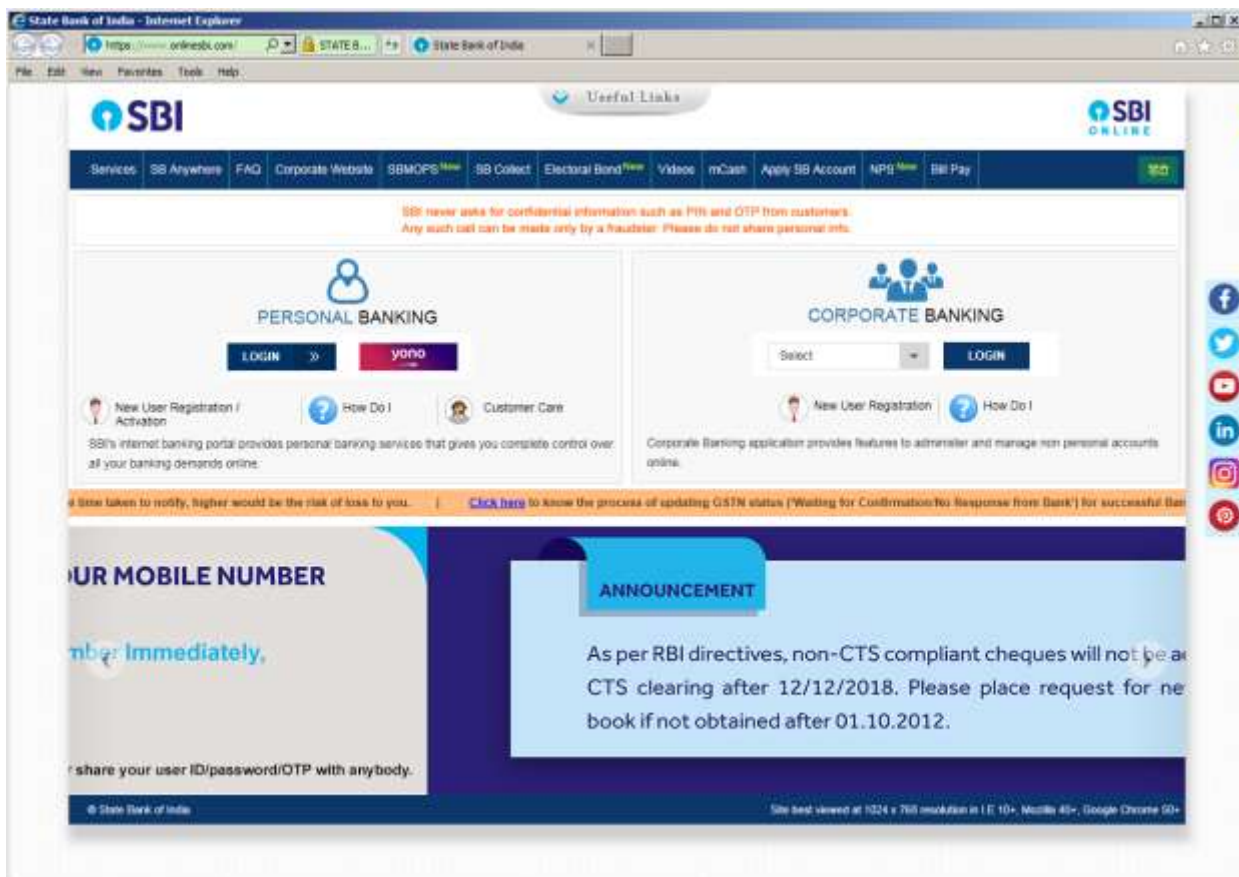
- A) The contract will be valid for a period of one year, renewable twice for a further period of one year each and the payment will be made as per the rates quoted in the Price Bid on renewal.
- B) Operation and Maintenance services are required to attend as mentioned in Annexure - C, on all Bank working days. For services on Bank holidays and beyond specified working hours on Bank working days, **the contractor will be paid @ Rs. 125/- (Excluding GST) per hour per person.**
- C) The amount will be paid on monthly basis at the end of every month on submission of bill.

Contact Number of Owner/s

ANNEXURE –I

Procedure for payment of TENDER FEE through SBI Collect

The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com>



Select "**SB Collect**" from Top Menu, that will lead to the next page:


State Bank Collect - Internet Explorer


https://www.sbi.co.in/sbc... STATE B... State Bank Collect

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SBI State Bank Collect

Products & Services Know More

 **STATE BANK COLLECT**
A MULTI-MODAL PAYMENT PORTAL



DISCLAIMER CLAUSE

Terms Used

- Corporate Customer: Firm/Company/Institution (F/C/I) collecting payment from their beneficiaries.
- User: The beneficiary making a payment to F/C/I for the services/goods availed.
- Bank shall not be responsible, in any way, for the quality or merchantability of any product/merchandise or any of the services related thereto, whatsoever, offered to the User by the Corporate Customer. Any disputes regarding the same or delivery of the Service or otherwise will be settled between Corporate Customer and the User and Bank shall not be a party to any such dispute. Any request for refund by the User on any grounds whatsoever should be taken up directly with the Corporate Customer and the Bank will not be concerned with such a request.
- Bank takes no responsibility in respect of the services provided and User shall not be entitled to make any claim against the Bank for deficiency in the services provided by the Corporate Customer.
- The User shall not publish, display, upload or transmit any information prohibited under Rule 3(2) of the Information Technology (Intermediaries guidelines) Rules, 2011.
- In case of non-compliance of the terms and conditions of usage by the User, the Bank has the right to immediately terminate the access or usage rights of the User to the computer resource of the Bank and remove the non-compliant information.

☒ I have read and accepted the terms and conditions stated above.
(Click Check Box to proceed for payment.)

Proceed

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“Proceed” will lead to the next page:

Select "**All India**" in "State of Corporate / Institution " & Select "**Commercial Services**" in "Type of Corporate / Institution".

“Go” will lead to the next page:

State Bank Collect - Internet Explorer

State Bank Collect

State Bank Collect - State Bank Mops

State Bank Collect / State Bank Collect

State Bank Collect

Select from Commercial Services

Commercial Services Name *

-- Select Commercial Services --

Submit Back

Mandatory fields are marked with an asterisk (*)

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Select "SBI Infra Management Solutions" in Commercial Services Name and "Submit"

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Select from Commercial Services

Commercial Services Name *

SBI Infra Management Solutions Pvt Ltd

Submit Back

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https://www.sbiweb.com/collect STATE Bank Collect

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State Bank Collect State Bank Collect

State Bank Collect 09-Jun-2019 [12:20 PM IST]

SBI Infra Management Solutions Pvt Ltd
Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021

Provide details of payment

Select Payment Category * - Select Category -

Mandatory fields are marked with an asterisk (*)

Enter Tender ID *


Submit

- Mandatory fields are marked with an asterisk (*)
- The payment structure document if available will contain detailed instructions about the online payment process.
- Date specified (if any) should be in the format of 'ddmmyyyy'. Eg. 02082008

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Select **“Tender Application Fee”** in “Payment Category” and enter the **“Tender ID”** exactly as we preloaded with characters in Uppercase only in place of Circle Codes.


The next Page will be ready with few of the Preloaded Tender Details:


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Exit

State Bank Collect
22-Jan-2019 [03:36 PM IST]



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Provide details of payment

Select Payment Category *

TENDER APPLICATION FEE


Mandatory fields are marked with an asterisk (*)

Enter Tender ID *

THI201901001

Submit

* Mandatory fields are marked with an asterisk (*)
 * The payment structure document if available will contain detailed instructions about the online payment process.



Provide details of payment

Select Payment Category *

TENDER APPLICATION FEE

Tender ID *

AHM201901001

Tender Name

PERMIT REWORK IN NEW PREMISES FOR SRI GHOSHAMBA RANCH

Open Date

22-01-2019

End Date

31-01-2019

Amount in Rupees *

2200

Vendor Email ID

Vendor GST No *

Vendor Mobile No *

Vendor Name *

Remarks

Please enter your Name, Date of Birth (For Personal Banking) / Incorporation (For Corporate Banking) & Mobile Number. This is required to reprint your e-receipt/ remittance (TAT) form if the need arises.

Name *

Date of Birth / Incorporation *

Mobile Number *

Enter the text as shown in the image *

LESE

Submit

Reset

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SBI State Bank Collect

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State Bank Collect 09-Jan-2019 (12:35 PM IST)

 **SBI Infra Management Solutions Pvt Ltd**
Ground Floor, Raheja Chambers, Free Press Journal Marg, Nanman Point, Mumbai-400021

Provide details of payment

Select Payment Category *

Tender ID *

Tender Name

Open Date

End Date

Amount in Rupees *

Vendor Email ID

Vendor GST No *


Vendor Mobile No *

Vendor Name *


Remarks

Please enter your Name, Date of Birth (For Personal Banking) / Incorporation (For Corporate Banking) & Mobile Number.
This is required to reprint your e-receipt / remittance (PAP) form, if the need arises.

Name *

Date Of Birth / Incorporation * 

Mobile Number *

Enter the text as shown in the image * 

- Mandatory fields are marked with an asterisk (*)
- The payment structure document if available will contain detailed instructions about the online payment process.
- Date specified (if any) should be in the format of 'ddmmyyy'. Eg., 02082008

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The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.