SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.  
STATE BANK OF INDIA, 3RD FLOOR, LOCAL HEAD OFFICE, BHADRA,  
LALDARWAJA, AHMEDABAD-380001

TENDER ID: AHM202009003

SBIIMS INVITSES ONLINE PERCENTAGE E-TENDER ON BEHALF OF SBI FOR PROPOSED  
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIFFERENT TYPES AND  
CAPACITY AIR-CONDITIONERS INSTALLED AT VARIOUS BRANCHES/OFFICES OF  
STATE BANK OF INDIA, REGIONAL BUSINESS OFFICE- 1, BHARUCH

FROM

SBIIMS, AHMEDABAD EMPANELLED AC SUPPLIERS AND MAINTENANCE CONTRACTORS UNDER CATEGORY UP TO RS. 20.0 LAKH

TECHNICAL BID

TENDER SUBMITTED BY:

NAME : ____________________________

ADDRESS : ____________________________

DATE : ____________________________
NOTICE INVITING TENDERS

SBIIMS on behalf of SBI invites Percentage E-tender in two bid system from the SBIIMS, Ahmedabad empaneled AC suppliers and maintenance contractors under category up to Rs. 20.0 Lakh for annual comprehensive annual maintenance contract of different type & capacity air-conditioners installed at various branches/offices of State Bank Of India, Regional business office – 1, Bharuch.

The details of tender are as under:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of work</td>
</tr>
<tr>
<td></td>
<td>Comprehensive Annual maintenance contract of different type &amp; capacity Air-conditioners installed at various Branches/offices of State Bank Of India, Regional Business office-1, Bharuch</td>
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<td>2.</td>
<td>Nature of Work</td>
</tr>
<tr>
<td></td>
<td>Annual Maintenance Contract Work</td>
</tr>
<tr>
<td>3.</td>
<td>Time allowed for completion</td>
</tr>
<tr>
<td></td>
<td>NA</td>
</tr>
<tr>
<td>4.</td>
<td>Application Fees</td>
</tr>
<tr>
<td></td>
<td>Rs 1,000/- (Rupees One Thousand Only) NON REFUNDABLE TENDER FEES AMOUNT TO BE PAID ONLY THROUGH SB COLLECT PAYMENT PORTAL AVAILABLE IN SBI site <a href="https://www.onlinesbi.com">https://www.onlinesbi.com</a> )</td>
</tr>
</tbody>
</table>

GUIDELINES TO MAKE ONLINE TENDER FEES

Go to SBI Internet Banking websitehttps://www.onlinesbi.com/

↓

Select SBI Collect from Top Menu

↓

Click Check box to Proceed

↓

Select "All India " in state Corporate/Institution And

"Commercial Services" in type of Corporate / Institution after that click go

↓

Select " SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD." IN Commercial Services Name and
5. **Earnest Money Deposit**

Rs.6700/- (Six Thousand Seven hundred only) by means of Demand Draft / Banker’s Cheque (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized/Scheduled Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable at Bharuch.

6. **Initial Security Deposit**

The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted “Annual Contract Value” as Security Deposit (SD) in the form of banker’s Cheque/demand draft issued by any Nationalized/Scheduled Bank favouring “State Bank of India” payable at Bharuch.

The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Bank as per the SBIIMS/Bank’s approved format.

7. **Start and end date for downloading of tender documents from Bank’s website**


8. **Online submission of technical Bid & Price bid on the website “https://etender.sbi/SBI”**

From : 14.09.2020 (time 12.00 hours)  
To 23.09.2020 (time 15.00 hours)

9. **Address at which (EMD & online Tender fees receipt has to be submitted on date and Time.**

SBI Infra Management Solutions PVT. LTD.  
5th Floor, Paradise Complex, Sayajigunj, Vadodara – 390005. On or before 23.09.2020 @03:00 PM

10. **Date and time of opening of technical bid & price bid online**

23/09/2020 at 3:30 PM

11. **Date & time for e-reverse auction**

NA.

12. **Validity of offer**

90 days from the date of opening of Price-bid

13. **Value of Interim Certificate**

NA

14. **Agency for arranging online bidding (Technical bid Indicative price bid).**

M/s. e-Procurement Technology,  
B-705, Wall Street - II, Opp. Orient Club, Ellis Bridge, Ahmedabad – 380006, State Gujarat, India  
Contact No.-40270506-90, 79-6813 6853 /843  
/6835 / 6840 / 6857 /63 / 20 / 52
15. **Contact No. of Bank’s Engineer for any technical clarification**

| 7600037726 |

a. The contractor shall submit online tender fees and EMD in separate covers.
b. Receipt of online payment of Rs. 1,000/- (Rupees one thousand only) as an application fee (Non-refundable) as mentioned in NIT.
c. Banker cheque/DD of Rs. 6700/- (Rupees Six thousand seven hundred only) as EMD (Refundable) favoring SBI Infra Management Solutions PV. LTD, payable at Bharuch.
18. Tenders can be downloaded from the bank’s website LINK: https://sbi.co.in/web/sbi-in-the-news/procurement-news.

19. No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the price-bid.

20. The SBIIMS reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so and any claim / correspondence shall be entertained in this regard.

21. Tenders received without EMD and Application Fees shall be summarily rejected and price bids of such tenders shall not be opened.

22. 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.

23. SBIIMS has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.

Yours Faithfully,

Vice President and Circle Head
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<th>S. No.</th>
<th>List of SBIIMS, Ahmedabad empanelled contractors for supply and maintenance of ACs up to Rs.20.0 Lakh</th>
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<tr>
<td>1</td>
<td><strong>M/s Pranam Technologies., A-405/406, 4TH Floor, Neel Kanth Palace, 100 Ft, Anand Nagar Road, Opp. Seema Hall, Satellite, Ahmedabad-380015</strong>  &lt;br&gt; PH:07926933579 e-mail: <a href="mailto:pranamhvac@gmail.com">pranamhvac@gmail.com</a></td>
</tr>
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<td>2</td>
<td><strong>M/s Foram HVAC, G-11, Kavita Complex-B, Times of India Road, Nr. Shyamal Cross Rd., Satellite, Ahmedabad-380 015,</strong>  &lt;br&gt; PH:07926730218, <a href="mailto:foramengg@gmail.com">e-mail</a></td>
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<td>3</td>
<td><strong>M/s HCP Enterprise, A-8, Someshwar Tenament, Nr. Nishan School, Ranip, Ahmedabad-382480,</strong>  &lt;br&gt; m:9979775742, <a href="mailto:hcpenterprise@gmail.com">e-mail</a></td>
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SAMPLE BUSINESS RULE DOCUMENT

ONLINE PERCENTAGE E-TENDERING FOR PROPOSED COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIFFERENT TYPE & CAPACITY AIR-CONDITIONERS INSTALLED AT VARIOUS BRANCHES/OFFICES OF STATE BANK OF INDIA, REGIONAL BUSINESS OFFICE-1, BHARUCH

Business rule for E-tendering:

1. **Only empanelled AC contractors with SBIIMS, C.O., Ahmedabad under appropriate category are only eligible to participate in this tender.**
2. SBIIMS will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBIIMS will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
6. The Contractors will be required to upload online before by the stipulated date i.e. (1) Certificate of Compliance to Terms and Condition (2) Online Tender Fees receipt (3) EMD and (4) Sealed Price Bid. Contractors not uploading any one or more documents shall not be eligible to participate in the on-line price bidding.
7. **E-tendering will be conducted on schedule date & time.**
8. **The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

**A) Terms & conditions of E-tendering:**

SBIIMS shall finalize the Tender through e-tendering mode for which M/s. e-Procurement Technology, Ahmedabad has been engaged by SBIIMS an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBIIMS through M/s. e-Procurement Technology, Ahmedabad, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet
connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity,(due to any reason whatsoever it may be) it is the bidders’ responsibility.

In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering can not be the cause for not participating in the E-tendering. On account of this the time for the E-tendering can not be extended and SBIIMS is not responsible for such eventualities.

2. M/s. e-Procurement Technology, Ahmedabad., shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. 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 Indian currency & Unit of Measurement will be displayed in Online E-tendering.

4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBIIMS their appointed Architects.

5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

6. Procedure of E-tendering:

   **Online E-tendering:**

   (a) The hard copy of the Technical as well as Price Bid is available on the Bank’s website during the period specified in the NIT.

   (b) Online e-tendering is open to the empanelled bidders who receive NIT from the SBIIMS, C.O., Ahmedabad and qualified for participating in the price bidding as provisions mentioned hereinabove through SBIIMS approved Service Provider.

   (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.

   (d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

   (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.

   (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as “Incomplete Tender” and shall be liable for rejection.
7. **LOG IN NAME & PASSWORD**: Each Bidder is assigned a Unique User Name & Password by M/s. **e-Procurement Technology, Ahmedabad**. The Bidders are requested to change the Password after the receipt of initial Password from M/s. **e-Procurement Technology, Ahmedabad**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

8. **BIDS PLACED BY BIDDER**: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBIIMS shall at liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their Security Deposit.

9. At the end of the E-tendering, SBIIMS will decide upon the winner. SBIIMS decision on award of Contract shall be final and binding on all the Bidders.

10. SBIIMS shall be at liberty to cancel the E-tendering process/tender at any time, before ordering, without assigning any reason.

11. SBIIMS 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. **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 decision on award of Contract shall be final and binding on all the Bidders.

- SBIIMS reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.

- **SBIIMS or its authorized service provider M/s. e-Procurement Technology, Ahmedabad shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.**

- SBIIMS or its authorized service provider M/s. **e-Procurement Technology, Ahmedabad** is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBIIMS or its authorized service M/s. **e-Procurement Technology, Ahmedabad** will not be held responsible for 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 required to submit the Process Compliance Statement (Annexure-II) duly signed to M/s. **e-Procurement Technology, Ahmedabad**.

- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**
AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE PERCENTAGE E-TENDERING FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIFFERENT TYPE & CAPACITY AIR-CONDITIONERS INSTALLED AT VARIOUS BRANCHES/OFFICES OF STATE BANK OF INDIA, REGIONAL BUSINESS OFFICE-1, BHARUCH

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document

This letter is to confirm that:

1) The undersigned is authorized representative of the company.
2) We have studied the Technical Bid, Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of SBIIMS as well as this document and confirm our agreement to them.
3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
4) We confirm that SBIIMS and M/s. e-Procurement Technology, Ahmedabad shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.
5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority
6) We, hereby confirm that we will honour the Bids placed by us during the E-tendering process.

With regards,

Date:

Signature with company seal Name
Company / Organization:

Designation within Company / Organization: Address of Company / Organization:

Scan it and send to this Document on -------------------
FORM TENDER

To,
The Circle Head & VP
Circle Office,
SBI Infra Management Solutions Pvt.
Ltd., Ahmedabad- 380001.

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

MEMORANDUM

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<th>Description of work</th>
<th>Comprehensive annual maintenance contract of different type &amp; capacity air-conditioners installed at various Branches/offices of State Bank Of India, Regional business office –1, Bharuch</th>
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<tr>
<td>Earnest Money</td>
<td>Rs.6700/- (Six thousand seven hundred only) by means of Demand Draft / Banker’s Cheque (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized/Scheduled Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable at Bharuch.</td>
</tr>
<tr>
<td>Total Security deposit</td>
<td>Interest free total security deposit of 5% of the tender amount during the contract period. The TSD will be returned to the contractor after completion of the contract period.</td>
</tr>
<tr>
<td>Time allowed for completion of the Works from the date of written order or date of handing over of the site (whichever is later) to commence the Work</td>
<td>Immediately after issue of written work order.</td>
</tr>
</tbody>
</table>

I/We have deposited a sum of Rs.6700/- (Six thousand seven hundred only) as Earnest Money with the SBIIMS which amount is not to bear any interest. Should I / We fail to complete the formalities or execute the Contract when called upon to do so/ We do hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions
Pvt. Ltd.

1) Our Bankers

are: i) ii)

The names of partners of our firm are: i)

ii)

Name of the partner of the firm Authorized to sign

Or

(Name of person having Power of Attorney to sign the Contract.) (Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature Contractors.

Signature and addresses of Witnesses

i
Annexure-1

GENERAL TERMS AND CONDITIONS

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

a) SBIIMSPL shall mean The SBI Infra Management Solutions Pvt. Ltd (a wholly owned subsidiary of SBI).

b) “Employer/Owner” means The State Bank of India, Ahmedabad- 380 001 on whose behalf tenders are invited and includes its legal representatives.

c) “Contractor” means the person or persons, firm and company whether incorporated or not, employed as contractor by the Employer for undertaking the work and shall include Contractor’s representatives, successors, legal heirs and permitted assigns.

d) “Contract” means the documents forming the tender and acceptance those of and the Contract Agreement between the State Bank of India and the contractor, if executed together with the documents referred to therein including the terms and conditions, general and special specifications/conditions, designs, financial bid, schedule of quantities and instructions issued from time to time by the consultant/SBIIMSPL Officer in-charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

e) “Contract Price” means the sum named in the Letter of Acceptance subject to such additions or deductions there from as may be made under the terms of the Contract.

f) “Works” means the work to be executed in accordance with the contract.

g) “Temporary Works” Means all temporary Work of every kind required for the execution of the works by the contractor.

h) “Specifications” means the specification annexed to or issued with the tender and any modification thereof or additions thereto as may be from time to time furnished or approved in writing by the Consultants/Employer.

i) “Approved” means approved in writing, including subsequent written confirmation of previous verbal approval and “approval” means approval in writing including as aforesaid,

j) Witten notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended, or if delivered or sent by registered post.

Name of Bidder/Co.Name:………………………………………………… Signature of Bidder with Seal
mail to the last business address known to him who gives the notice or through email.

k) Bidder shall mean the firm who participates in the tender and submits its Bid.

l) Bid/ Proposal shall mean the Bid submitted by the Bidders in response to this tender.

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

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

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

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

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

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

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

8. Bidder is advised to visit the site of AC installations before quoting the price.

9. The bidder is advised to acquaint himself with the job involved, examine site conditions, labor, power, water, material availability, transport, communication facility, environmental regulation, laws & bye laws of statutory bodies and collect all information that is necessary for preparing the bid and for entering into a contract. The cost of visiting the site and collecting information for the purpose of the bid shall be on bidder’s account.

10. While submitting the quotation, the bidder will be deemed to have accepted, understood and accepted all the terms and conditions stated in this document and no change, whatsoever will be entertained by SBIIMSPL.

11. The air-conditioners shall be taken over for AMC contract on "as is where is" installed basis. The AMC of newly purchased ACs shall be considered/given in AMC only after expiry of warranty period.

12. Dismantling/reinstallation of window/Split/cassette/ductable Air conditioner and cost of refrigerant Gas, insulated refrigerant piping, interconnection cables and drain pipe etc. shall be considered in the quoted rates of AMC;

13. The contractor shall ensure that all air conditioners are in proper working conditions throughout the contract period.

14. The approximate numbers of ACs to be covered under AMC are as per enclosed list. However, the exact nos./quantity may increase or decrease at the time of issuing of work order/during the contract period.

15. SBIIMSPL reserves the right to give any or all the items in AMC. And also during AMC period, the item can be deleted/added.

16. If any item become unserviceable, SBI may get it repaired/replaced at a maximum of cost of repaired/replacement of same or equivalent equipment from open market and the cost of the same will be deducted from the quarterly AMC payments.

17. No interest will be paid on EMD amount or security deposit. The EMD will be forfeited, if bidder withdraws his bid during the period of bid validity.

Name of Bidder/Co. Name: ..........................................................  Signature of Bidder with Seal
18. Any bid received by the SBIIMSPL after the prescribed date and time for submission will be returned unopened to the bidder.

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

20. The contract is initially for a period of 12 months from the date of its award and may be extended for further period of 12 months on mutual consent on the same rates, terms and conditions.

21. SBIIMSPL / Bank reserves the right to reject or to accept any quotation, in whole or in part, without assigning any reason whatsoever.

22. SBIIMSPL / Bank reserve the right to cancel the contract at any time in case of unsatisfactory services provided by the vendor during the currency of contract by giving 30 days’ notice. SBIIMSPL’s decision shall be final in this regard and the security deposited will be forfeited.

23. **Clarifications:** clarification regarding the purchase/bid should be sought in All writing, from

   Deputy Manager (Electrical)
   SBI Infra Management Solutions Pvt.
   Ltd. State Bank of India
   5th Floor, Admin. Office Building,
   Vadodara
   Contact: 76000 37726

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

Name of Bidder/Co.Name:………………………………………………………… Signature of Bidder with Seal
OTHER TERMS & CONDITIONS OF COMPREHENSIVE CONTRACT

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

Checking and servicing of the AC unit four times in a year (Quarterly)

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

Attending to any breakdown call made immediately on receipt of verbal/written complaint during office hours on all days except Sunday and National Holidays. The time for rectification of defect shall not exceed 2-3 hours in any case.

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

Name of Bidder/Co.Name:…………………………………………………
Signature of Bidder with Seal:
The servicing and maintenance shall be carried out without disturbing the normal functioning of the office/after obtaining the prior permission from the occupants.

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

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

3. SECURITY DEPOSIT
   The successful bidder shall pay interest free an amount equivalent to 5% of accepted bid amount on acceptance of tender, as Security Deposit. The amount cannot be utilized by contractor towards adjustment of any liability of the contractor.
   In case of default on the part of contractor to perform and observe any covenant, conditions and provisions herein contained, it shall be lawful for SBI/IMSP in its absolute discretion to forfeit the whole of the security deposit or a part thereof without prejudice to any other right or remedy that may be available to it against the Contractor under this agreement, for such breach.
   The security deposit will be refunded only after satisfactory fulfillment of the contract. In case the contractor abandons the contract or leaves the contract unperformed, the Security Deposit is liable to be forfeited.

4. ATTENDING COMPLAINTS
   The contractor shall provide services of an expert Mechanic & helper having knowledge and experience in the Checking and servicing of the AC units stated under-price bid. If the contractor fails to maintain the required services, SBI / SBIIMSPL is empowered to deduct as penalty.
   The contractor is also required to work on holidays in case of need for which no extra payment shall be made. Complaint register must be maintained and will be produced before the Branch Manager/Department in charge/Estate Department. The contractor will submit bill once in a quarter reported with documentary proof for which will be paid within seven days. The contractor shall be wholly responsible for theft, burglary, fire or any other mischievous done by his staff.
1. UNSATISFACTORY PERFORMANCE

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

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

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

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

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

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

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

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

SBIIMSPL 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.

2. POLICE VERIFICATION AND COMPLIANCE OF SECURITY REQUIREMENTS:

The contractor will ensure that its staff must have Security Passes / Identity Card to enter the premises of the SBI to attend the duties. The staff should be polite and courteous.
The contractor will ensure that his staff should not be under the influence of liquor while on duty and any damage to the SBI property will be borne by the contractor.

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

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

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

4. **TERMINATION:**
   SBIIMSPL would at the liberty of terminating the agreement by giving the contractor a written notice of one clear month.

5. **GENERALINSTRUCTIONS:**
   All entries in Tender Documents must be made in English.

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

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

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

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

with Seal
Agreement Form

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

WHEREAS the Purchas availing the service for the maint of Window/Split/ Ductable/Cassette Air conditioners and has accepted a bid by the Contractor for the services for the maintenance of Window/Split/Cassette/ductable Air-conditioners in the sum of ______________________(Contract Price in Words and Figures) ContractPrice”.

NOW THIS AGREEMENT WITNESS THE AS FOLLOWS:
In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

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

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. In consideration of the payment to be made to the vendor as herein provide he shall upon & subject to the said conditions execute and complete the work shown upon the said conditions and schedule of quantities.

2. SBI shall pay the vendor such sums as shall become payable hereunder at the kinds and in manner specified in conditions.

3. The said conditions shall be read and form part of the agreement and parties will hereto respectively abide by/submit themselves to the conditions and stipulation and perform the agreement on their part respectively as contained in such conditions.

4. It is also agreed that SBIIMSPL may in the event of termination of
contract as provided herein, having regard to exigencies of matter, arrange maintenance/repair/replacement of parts etc. in discretion from any other source/agency from the date of notice. In the event of termination of contract for non-satisfactory performance of the contract, the security deposit made by contractor shall stand forfeited. SBI is not liable to pay any interest on the security deposit made by the contractor.

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

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

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

8. This agreement is for period of from................to ............... For Rs. per annum excluding GST.

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

<table>
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<tr>
<th>Signed, Sealed and Delivered for “The State Bank of India” by it’s constituted Attorney</th>
<th>Signed, Sealed and Delivered for</th>
<th>“The State Bank of India” by it’s constituted Attorney</th>
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Name of Bidder/Co.Name: .......................................................... Signature of Bidder with Seal
Comprehensive annual maintenance contract of different type & capacity Air-conditioners installed at various Branches/offices of State Bank Of India, Regional Business office-1, Bharuch

<table>
<thead>
<tr>
<th>Description of AC</th>
<th>Capacity of AC Units in Tonnage (TR)</th>
<th>No. of Units</th>
<th>Annual rate of comprehensive AMC per unit</th>
<th>Total Annual Amount (₹)</th>
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<td><strong>Total Amount</strong></td>
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% Above or Below of Total Amount

Grand Total

Amount in Words:

(No. of AC units are tentative which may increase or decrease) (GST shall be paid extra at applicable rate as per actual)

Submitted by:

Signature: __________________________

Name: __________________________

Contact No.: _______
## Details of Branch Wise Air-conditioning units for SBI Branches/offices under RBO Bharuch SAO-1

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