

DECLARATION CUM UNDERTAKING

(printout to be taken **in company's letterhead**, signed, stamped, scanned and uploaded in the e-tender portal.)

The Assistant General Manager,
State Bank of India,
Premises & Estate Department,
4th Floor, Local Head Office,
16, College Lane,
Nungambakkam,
Chennai - 600 006

Dear Sir/s,

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 3 NOS. LIFTS AT SBILD, COOK'S ROAD, PERAMBUR, CHENNAI.

I/We have examined the above tender, General and Special Conditions of Contract, Specifications, Schedule of Quantities, Makes of materials and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by M/s SBI and I/We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the site of works and offer to undertake Contract as detailed in this tender by submitting my/our online bid in the Bank's e-tender portal.

While submitting this Bid,

1. I / We confirm that the undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is uploaded along with the bid.
2. I / We, the undersigned, hereby agree to execute, complete, and maintain the proposed work in strict accordance with the Contract documents as per approved plan, specification, terms & Conditions of the tender at the rates quoted by us in the tender, in the event of our tender being accepted.
3. I / We shall furnish the detailed Bar Chart/ PERT chart after receiving the work order indicating our schedule programme for the all the major activities of entire works.
4. I / We undertake to commence the work within the time mentioned in the tender and complete and deliver the total work within the time frame as stipulated in the tender. If the work is not completed within the stipulated time, we are fully aware that the LD as per terms & conditions will be levied.
5. In the event of our tender being accepted, I/We undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract, in default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid initial security deposit.
6. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. I / We are agreeable for a total Retention Money as stipulated to the total Contract value and the same will be deducted at each running bill. We also know that no interest shall be payable on the amount retained by the Bank.

8. I/We agree to insure all materials at site, workers, employees (of contractor, sub-contractor & SBI and its representatives) engaged on the work at site for comprehensive insurance including fire/accidents/rain/floods/riots through a 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 plus 3 months. All the rates quoted by me / us are inclusive of the same in full and nothing extra shall be claimed at any time on account of any of these.
9. We shall absolve SBI from any loss, damage, action etc. The rate quoted by us shall be inclusive of all such expenses.
10. I/We hereby confirm that all the components/spare parts/equipment etc. to be supplied /used as a part of this contract shall be only tender specified materials / make, from respective OEMs of the products and that no refurbished / duplicate / secondhand components /parts/ equipment shall be supplied or shall be used.
11. I / We shall strictly adhere to the labour laws in force from time to time by Central / state Government and other authority etc.
12. I / We do hereby solemnly declare that our Firm/ Company/ joint Venture/ Consortium is not under liquidation and the said entity is not under court receivership of any similar proceedings under court of any competent jurisdiction at the time of bidding.
13. I/We accept all the terms and conditions of tender documents. We will abide by the technical specification mentioned in the tender. In case of successful bidder, we undertake to submit the hard copies of the technical bid and price bid duly signed on all pages within 72 hours from the opening of price bid.
14. I/We agree not to employ Sub-contractors other than those that may be specifically approved by you for this work. If brought to knowledge of such activities, bank shall apply appointment clause to remove to contractor from panel.
15. I/We agree for deduction of Income tax at source, at the rate prevailing from time to time on the Gross value of the work done, and the rates quoted by me/us are inclusive of same.
16. I/We certify that we have not made any changes in the contents of the tender document read with its amendments/clarifications etc., provided by M/s SBI, while submitting this bid.
17. I/We confirm that the rate quoted by us in the *price bid are after considering all the terms and conditions of the tender* and subsequent pre-bid clarifications / modifications/ revisions furnished by the Bank, without any exception.
18. I/We understand that you are not bound to accept the lowest or any bid you may receive, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
19. I/We hereby undertake that our name does not appear in any "**Caution**" list of RBI / IBA or any other regulatory body.
20. I/We also confirm that we have not been **blacklisted** by any Bank / PSU / State or Central Govt departments for any reasons.
21. I/We confirm that we do not have any **litigation / cases** pending against us in any Bank / PSU / State or Central Govt departments.

22. I/We confirm that we are responsible to obtain all necessary permission, NOC from all the statutory / local authorities for the smooth execution of this contract in SBI premises.

23. I/We confirm that it is my/ our responsibility to obtain the written instruction of the Engineer-in-charge or the for any type of deviation (to any of above or subsequent instructions), failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace all deviated material/ works from the site at my/ our cost as well as I/we shall be liable to be penalized by SBI as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

24. It is further certified that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, M/s SBI will have the right to disqualify us from the Bid.

25. We hereby undertake to maintain the lifts installed by us in your SBILD, Cooks Road, Perambur, Chennai., satisfactorily, for a period of not less than 10 years after expiry of the defect liability/warranty period at the rate quoted by us towards all-inclusive maintenance contract.

26. In the unlikely event of the Original Equipment Manufacturer(OEM), failing to provide support in terms of spares etc due to technological obsolescence or for any reason, we shall continue to provide all-inclusive service to your satisfaction, by arranging required spares etc ourselves, within the rate quoted by us for the all-inclusive maintenance contract for the period accepted as above.

Yours Faithfully,

Contractor's Signature with Stamp _____

Name: _____

Address: _____