NIT NO	AO/NIZ/MANCHI/2025-26/12
DATE	25.02.2026

STATE BANK OF INDIA

TENDER DOCUMENTFOR

HVAC Tender forJannaram Branch under RBOMancheriyal

THROUGH E-TENDERING PROCESS

*** Air conditioning vendors empanelled with SBI-LHO, Hyderabad under respective categoryare only eligible to participate***

The Regional Manager,
State Bank of India,
RegionalBusiness Office- Mancheriyal

NOTICE INVITING TENDER (NIT)

State Bank of Indiainvites online tenders for the following work in TWO BID SYSTEM from the Banks empanelled AC vendors with SBI, Hyderabad Circle.

1.	Name of the Work	**HVAC Tender forJannaramBranch under RBOMancheriyal**
2.	Estimated cost of work	**Rs 8.91 Lakhs, Plus GST as applicable;** (SITC: Rs 7.42 Lakhs +CAMC: Rs 1.49)
3.	Scope of Work	1. SITC of Air conditioners as per the BOQ. 2. CAMC
4.	Time for Completion of work	**45 DAYS**from the date of PO or handover of the site whichever is earlier.
5.	Eligibility of the contractor	1. Air conditioning vendors of the respective category empanelled with SBI-LHO, Hyderabad. **2.** The vendor should have a valid digital signature to participate in the online tendering process.
7.	Earnest Money Deposit (EMD)	**Rs.8,000/-**all Drafts/BCs shall be in favour of "**The Regional Manager"**Payable at **Mancheriyal**
8.	Tender documents available for download from the websites:	1)https://www.sbi.co.in under"SBI in the News" link "procurement news" 2) https://etender.sbi
9.	Availability for download from the above web site	**From 25.02.206 to 10.03.2026**
10.	Last date and time for submission of online bids in e-tender portal	**10.03.2026 by 3.00 P.M.**
11.	Date and Time of opening of e-Tenders:	**10.03.2026 at 3.10 P.M.**
12.	Initial Security Deposit (ISD)	2% of work order value
13.	Payment terms	i) No advance payment. ii) a. 70% payment after Supply of all materials at site b. 27% payment after installation , testing & Commissioning of all AC units c. 3% will be retained as security deposit, subject to deductions as applicable.
14.	Total Security Deposit	i) 3% of contract value which will be retained till the completion of the defects liability period; (From each running bill, an amount at the rate of 8% of the gross value of the running bill shall be recovered as retention money, till the total retention amount including the ISD amount already with the Bank become 3% of the value of the contract amount) ii) For AMC - 3 months AMC amount in the form of PBG as required by Bank.

15.	Defects Liability Period	**12** Months (Twelve months) from the date of completion or commissioning and handover of the work.
16.	Liquidated Damages for delay in work	If the work is delayed beyond the scheduled completion date, then 0.50% of the total value of the contract per week of delay will be deducted from the final bill value subject to max 5%of the value of work
17.	Validity of tender	90 days.
18.	Tax Deduction	As applicable
19.	Rates quoted by bidder	1. The quoted rate should be inclusive of Cost of materials, all taxes(excluding GST), wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses required for the completion of the work. 2. Additional claims other than the quoted amount will not be entertained. 3. The quoted rates shall be firm throughout the completion of the project.
20.	**Check list of documents to be uploaded**	1. Scanned copy of DD/BC of EMD 2. Bidders are required to upload the NIT in PDF as uploaded by the Bank. This will satisfy digital signing of theterms and condition of the tender by the bidder. 4. Scanned copy of the AC Technical Data Sheet. 5. Details of the Bidder – Duly filled in and signed in all the pages. 6.Scanned copy of Authorization letter from Manufacturer/OEM to participate in the tender **(or)** Scanned copy of Valid dealership certificate (validity shall be for the current year or valid on the date of tender notice) 7. Scanned copy of the Experience certificate satisfying the eligibility criteria.
21.	Any additional information	1. The make of materials should be chosen strictly from the approved makes as given in the tender. Using of the multi brands for the same item is not permissible. Single brand should be used for entire project. No change of brand will be permitted during the progress of the project 2. Any clarifications sought after opening of the tenders will not be entertained at any cost. Firm should be visit the website till last date of submission for changes/ corrigendum, if any 3. The Bank reserves the right to cancel or postpone the tenders at any stage without assigning any reason. 4. Claims for revision of the Quoted price by any bidder after the tender will not be entertained.
22.	For any queries or support in connection with the online tendering process, please	e-Procurement technologies Limited, Ahmedabad. Primary Contact Numbers :- +91-9081000427, 9904407997

	contact our E-procurement solutions agency	Alternate Contact No.:- Ms. Shubhangibanodiya :- 079-68136826 , shubhangi@auctiontiger.net 1.Anshul Juneja:- 079-68136840, anshul.juneja@eptl.in 2. Kanchan Kumari:- 079-68136820, kanchan.k@eptl.in 3. JaymeetRathod:- 079-68136829,jaymeet.rathod@eptl.in 4. Salina Motani:-079-68136843, salina.motani@eptl.in 5. Vinayak Khambe:-079-68136835, vinayak.k@eptl.in 6. ImtiyazTajani :- 079-68136831, imtiyaz@eptl.in 7. HemangiPatel:- 079-68136852, hemangi@eptl.in 8. Nadeem Mansuri:-079-68136853, nadeem@eptl.in 9. Deepak Narekar:- 079-68136863, deepak@eptl.in 10. Sujith Nair:- 079-68136857, sujith@eptl.in 11. Devang Patel:- 079-68136859, devang@eptl.in
23.	The tender will be summarily rejected if the Bidder	1. Failed to pay the required tender fee and submit the proof. 2. Failed to submit the original EMD at above office before due date. 3. Failed to upload Entire tender document, which is downloaded from the website as a proof of accepting the terms and conditions. 4. Failed to upload the Scan copy of required documents as mentioned in the documents to be uploaded. 5. Partly or fully Modifies, alters or corrects the tender document uploaded by the Bank.
24.	Bank reserves the right to accept or reject any or all bids without assigning any reasons thereof, even after opening of the bids.	
25.	Detailed Tender documents along with BOQ , Terms & Conditions shall be available at "https://etender.sbi" for Banks Empanelled Contractors for State Bank of India, LHO, Hyderabad.	

The Regional Manager

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GENERAL CONDITIONS OF CONTRACT

INTERPRETATION

In constructing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

In this connection, the following terms shall be interpreted as indicated below:

i. **"The Employer/Bank"** 'means the State Bank of India (including branches and other offices)and any of its employees representative authorized on their behalf.

ii. **“Bidder”** means an eligible entity/firm submitting the Bid.

iii. **“The Contract”** means the agreement entered into between the Bank and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

iv. **“Vendor/Contractor”** is the successful Bidder to whom the work has been awarded.

v. **“The Contract Price/Project Cost”** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.

vi. **“The Equipment/Product”** means all the Air conditioners along with the accessories which the Vendor is required to supply to the Bank under the Contract.

vii. **“The Works/Project”** shall mean the works to be executed or done under this contract.

viii. **“The Project Site”** means locations where the ACs are to be supplied and installed and services as desired in this tender document are to be provided.

ix. **“The Schedule of Quantities/BOQ”** shall mean the schedule of quantities as specified and forming part of this contract.

Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice verse where the Context requires.

1.0 SCOPE OF WORK

The detailed scope of the work is given in the BOQ

2.0SITE AND ITS LOCATION

The proposed work is to be carried out at the site whose address is given in the NIT.

3.0 BID DOCUMENTS

3.1 The work hasto be carried out strictly according to the conditions stipulated in Bid consisting the following documents and in the most workman like manner,

-NIT
- General Conditions of Contract
- Special conditions of Contract
- Price Bid

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

- Price Bid
- Special conditions of Contract
- General Conditions of Contract
- NIT

3.3 Complete set of Bid documents can be downloaded from the Bank's website http://www.sbi.co.in under "SBI in the News" link "procurement news" and also at our e-pr0curement agency's portal https://etender.sbi during the period mentioned in the NIT.

4.0 BID PREPARATION:

4.1 The Bidder is advised to inspect the site and satisfy himself on his own responsibility and his own expenses all the following information and data which may be required for the purpose of preparation and submission of their bids:

i) The location of indoor and outdoor units of the proposed ACs
ii) Required civil work like making opening in the wall,
iii) feasibility for laying the refrigerant pipes and its route
iv) Availability of drain water point at the site
v) Availability of Power near the proposed AC location
vi) Security gate pass requirements
vii) Storage space for the new ACs
viii) Permissible working hours at the site
ix) any other adverse conditions or hindrance to the installation
x) Any demo or presentation is required by Bank before installation
xi) traffic regulations, law &order situations in the area
xii) Whether AC has to be installed in coordination with other agencies like interior etc

4.2 The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid.The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

5.0 CLARIFICATION /AMENDMENTS AND CORRIGENDUM:

5.1 Bidder requiring any clarification of the bidding document may notify us in writing at the address/by e-mail given in the NIT within the date/time mentioned.

5.2. The clarifications to the queries received or amendments in the tender will be posted on the Bank's website and e-tender portal as a corrigendum/Addendum. No individual communication will be conveyed to the Bidders. The interested parties/Bidders are advised to check the above website regularly till the date of submission of Bid document and ensure that clarifications / amendments issued, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. Bank at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.

5.3 Depending upon the site conditions and the Bank's requirements, a pre-Bid meeting, if required, will be held on the date and time specified in the tender which may be attended by the interested Bidders or their representatives and get their queries clarified.

5.4. Bank reserves the right to amend, rescind or reissue the tender, at any time prior to the deadline for submission of Bids.

5.5. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the tender or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

5.6. Queries received after the scheduled date and time will not be responded/acted upon.

6.0 EARNEST MONEY DEPOSIT (EMD):

6.1 The Bidder shall submit, as part of its Bid, an EMD as stipulatedin the form of Demand Draft or Banker's Cheque in favour of ""**The Regional Manager"** drawn on any Bank in India

6.2 EMD in any other form other than as specified above will not be accepted. **Bid not accompanied by the EMD as above shall be rejected.**

6.3 No interest will be paid on the EMD.

6.4 The EMD of the unsuccessful Bidder shall be refunded soon after the decision to award the contract is taken.

6.5 EMD of successful Bidder will be retained as a part of security deposit. EMD will be returned by the Bank.

6.6 The EMD shall stand absolutely forfeited:-

a. If the finally selected bidder revokes his Bid at any time during the period when he is required to keep his Bid open for acceptance by the Bank.

(or)

b. After the bid is accepted by Bank, the vendor fails to enter into a formal agreement with the Bank

(or)

c. The bidder fails to pay the initial security deposit as stipulated

(or)

d. The bidder fail to supply the ACsor complete the works within the stipulated time.

6.7 If the tendering process is delayed for any reason, the Bank will insist on the revalidation of the DD and the bidder has to get it revalidated and submit again.

7.0 BID SUBMISSION

7.1 Only those bidders satisfying the eligibility criteria given in the NIT need to apply. Tenders should be submitted online in the website https://etender.sbi.**Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. Bidder will be responsible for any delay due to other issues.**

7.2 The bidders should submit their bids online with their valid digital certificate, which confirms that the bidders have read and understood the tender terms and conditions. Claimingignorance of all the terms and conditions in this tender either before or after the PO is issued or during the progress of the work will not be accepted.

7.3 The bidder shall submit the documents enlisted in the checklist in the NITin the softcopy format. ie scanned copy of the documents either in PDF or JPEG format as required.The Bank will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

7.4 The documents submitted online in the **Technical Bid should <u>NOT</u> contain any price information.** Such Bid, if received, will be rejected**.**

7.5 The bidder shall submit his quotes **online** through the PRICE BID in the e-procurement portal. The price bid will be opened only if the Bid is **unconditional** and the bidder qualifies as per eligibility criteria and meets technical specifications**.**

7.6 If required, Bank shall conduct e-reverse auction among the qualified bidders and the same shall be communicated to the bidders.

7.7 No claim for submission of offline bids will be entertained. Such bids will not be considered.

7.8 If any Bidder submits Bid on behalf of an OEM / brand, the same Bidder shall not submit a Bid on behalf of another OEM / brand.

8.0PRICE BID: RATES QUOTED BY BIDDER

8.1 The contractor shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid for the works and the rates/ amounts stated in the schedule of quantities and / or the schedule of rates and amount as provided covering all his obligations under the contract and all matters necessary for proper completion of the works expected in this document.

8.2 The rate quoted shall be firm and shall include costs of all materials, loading, transport, unloading, Installation charges, wastage of materials during execution,

levies, Octroi(if applicable), local body taxes(if applicable), all type of Insurance Charges, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work etc..

8.3 Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and No extra charges will be paid over and above the contract amount on account of any other charges (existing or future addition) or on any other account.

8.4 The GST shall be paid extra as applicable.

8.5 Rate Revision in the contract amount is not permitted during the validity period of the contract for any reason including during the extended period, if any.

8.6 Any request for review of the price bid after the bid opening will not be entertained.

9.0 OPENING AND EVALUATION OF BIDS

9.1 The online Bids will be opened at the office of the Regional Manager;Representatives of Bidder may be present during opening of Bids.However, Bids would be opened even in the absence of any or all the bidder's representatives.

9.2 In the two bid system, the technical bids will be opened at the scheduled time mentioned in the NIT. In case, if the date of opening is declared as nonworking day or Holiday, the bids will be opened on the next working day. The price bid of the qualified vendors will be opened on a subsequent date which will be intimated to the bidders.

9.3 **VALIDITY OF BID**

Bids shall remain valid and open for acceptance for a period stipulated in this document from the date of opening of price bid. If the Bidder withdraws his/her offer during the validity period or makes modifications in his/her original offer, which are not acceptable to the Bank, without prejudice to any other right or remedy, the Bank shall be at liberty to forfeit the EMD.

10.0 **PRELIMINARY EXAMINATION**

10.1 M/s Bankwill examine the Bids to determine whether they are complete, on required formats & accompanied by supporting Documents and the Bids are conforming to all the terms and conditions of the Bidding Document without any deviations and are generally in order.

10.2 If a Bid is not conforming to the terms and conditions, it will be rejected. However, Bank will have right to demand submission of more information as required, if any of the document is partly submitted. If the bidder does not respond within the stipulated time, BANK will reject or disqualify the bid.

11.0 TECHNICAL EVALUATION

11.1 Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

11.2 The Bank will evaluate the bids on technical & functional parameters including site or factory visit and witness demos of the system and verify functionalities, response times etc from the previous employers or users of the equipment.

11.3 During evaluation of bids, the Bankmay, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

11.4 The tenders must be unconditional. Conditional tenders leading to unknown / indefinite liability may be summarily rejected.

12.0 EVALUATION OF PRICE BIDS AND FINALIZATION

12.1 Only those Bidders who qualify in Technical evaluation would be shortlisted and the online price bid submitted by the bidder will be opened.

12.2 The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in theonlinebidding.

12.3 The process of online rebidding amongst the two or more contractors offering same rates shall continue till L1 bidder is discovered.

12.5 In case, any of such contractors or all contractors (who have quoted same tender amount in the initial bidding or subsequent bidding) refuse to submit revised offer, it shall be treated as "Withdrawal of tender" by the Contractor before acceptance by BANK and the EMD of such contractors shall be forfeited and they shall not be allowed to participate in the re-tendering process for the work.

13.0 CONTACTING THE BANK:

13.1 No Bidder shall contact BANK or Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

13.2 Any effort by a Bidder to influence Bank in its decisions on Bid evaluation, or contract award may result in rejection of the Bid.

14.0 AWARD OF WORKS

14.1 BANK will award the Contract to the successful Bidder whose Bid is the lowest evaluated Bid. If required, Bank will issue separate PO for the AMC of the ACs to the contractor after the completion of the warranty period.

14.2 The Bank reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

14.3 **BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

BANKreserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to award of the contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

14.4 The acceptance of a tender rests with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.

14.5 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 15 days of receipt of the communication and to enter into an agreement with the Bank.

15.0 INITIAL SECURITY DEPOSIT

15.1 Initial security deposit shall be 2% of contract value in favour of the Bank, unless or otherwise specified.

15.2 The successful Bidder will have to submit ISD by means of D/D within a period of 15 days of acceptance of Bid

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

15.4 Security deposit shall be refunded to the contractors without interest after sixty days after the end of contract period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

16.0 SIGNING OF CONTRACT DOCUMENTS

The successful Bidder shall be bound to execute the Agreement within 15 days from the receipt of intimation of acceptance of his Bid by BANK. However, the written acceptance of the Bid by the Bank will constitute a binding agreement between the Bank and successful Bidder pending execution of formal agreement. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this tendering process shall be borne by the successful bidder.

For AMC separate agreement will have to be entered with the Bank against the issue of PO.

17.0 INSTALLATION OF AIR CONDITIONERS:

17.1 The Contractor shall carry out and complete the AC installation work as per standard specifications / as stipulated in this contractand OEM's recommendations and to the satisfaction of the Bank. The Bank with approval of Bank issue further written instructions, detailed directions and explanations with respect to the specifications, quality or quantity of works or the addition or omission or substitution of any work.

17.2 SPLIT TYPE ACs:

17.2.1 Wherever split A.C. are planned in the new buildings, necessary openings in wall may be provided by use of 75 mm PVC pipe sleeves at suitable locations for taking refrigerant pipes and cable to outdoor unit, so as to avoid unnecessary cutting/ damage to walls at a later stage. The slope of sleeve of PVC pipe should be towards exterior to avoid seepage of water into the room. This opening should be sealed properly after installation to avoid entry of vermin, rodents and rain water.

17.2.2 If the Split ACs are installed in the existing buildings, the opening shall be made with suitable drilling equipment with slope towards the exterior wall side for free flow of drain water and avoid seepage of rain water inside. The opening shall be packed with glass wool and finished with cement to avoid entry of rodents through the opening.

17.2.3 For condensate drain, 25/32/40 mm PVC/ HDPE pipe be provided as per the site condition and taken to nearest drain or up to the stack for collection & disposal of condensate. The slope of such pipe also should be downwards. As far as possible, joints should be avoided in this pipe.

17.2.4 The length of connecting refrigerant pipes between outdoor and indoor unit be kept to minimum feasible at site. However, it should not exceed 9 m, as the efficiency of the unit gets severely affected on increase of distance. Where the OEM specifies more than 9m for the specific model being used, the refrigerant pipe may be increased.

17.2.5 The refrigerant pipes should be taken along the walls/ columns etc. duly clamped to their surface by saddles. If walls etc. are not available, tray be used to support the refrigerant pipes. No opening shall be made in the concrete roof to run the refrigerant pipe to avoid damage to the water proofing and leakage of water from the terrace. Where bending ofrefrigerant pipes is required, proper pipe bending tool should be used to avoid pinching of pipes.

17.2.6 The refrigerant pipes should be properly insulated as per the recommendations of the manufacturer of split type AC units. The insulation over refrigerant pipes be examined once in a year and in case of any deficiency/ defect the same may be replaced as a part of AMC.

17.2.7 The indoor unit shall be fixed on the wall or partition as per the direction/ instructions of the Bank. Care should be taken while fixing on the partition to ensure the holding capacity of the partition, to avoid the IDU from falling and getting damaged or causing injury. The installation of IDU shall be done in such a way to add to the ambience of the Branch. It shall be firmly fixed on the wall / partition.

17.2.8 The ODU shall be fixed in the external wall or in the terrace with suitable size MS supports fixed firmly with anchor fasteners or as specified in the BOQ.

17.2.9 If number of ODUs are installed in the terrace or external wall, the sufficient distance (vertical and horizontal) between ODUs shall be maintained to ensure optimum and efficient dissipation of Hot airto the atmosphere and to avoid short circuiting of the hot air between ODUs.

17.3 **INSTALLATION OF CASSETTE ACs**:

17.3.1 While installing Cassette type IDU's, the contractor has to check the distance between the roof and the false ceiling and ensure that the sufficient height is available for fixing the IDU as per the layout and any hindrance like sewerage pipe lines, electrical cables etc. Support to hang the IDU to be provided in the roof with threaded rods of suitable size, as per recommendation of OEM. The length of the rod shall be of sufficient length to make finer adjustments while balancing the IDU.

17.3.2 The drain pipe of the Cassette AC units shall be covered with the insulation and sealing tape to avoid leakage of water. As far as possible, Contractor should use full length of drain and refrigerant pipe for installation to avoid leakage of water or refrigerant gas.

17.3.3 The refrigerant pipes from the IDU to the nearest wall should be duly fixed with the slotted angle supports or trays of suitable size firmly fixed with the threaded rods to the ceiling.

17.3.4 To avoid rodent menace, the contractor shall close all openings made by him andalso provide sufficient protection to the PCB, other parts of the IDU. No claim for additional amount towards rectifying the IDU on account of damages caused by rodents will be entertained during the warranty period or AMC period.

17.3.5 Sufficient amount of refrigerant should be topped up as per the length of the copper pipes as required by OEM recommendation to ensure the optimum and desired performance of the ACs.

17.3.6 If the works involves, some architectural features in the false ceiling, the contractor shall consult the interior contractor and BANK Engineers before installation of cassette ACs to avoid any damage or any hindrance to the proposed architectural features.

17.4 **CONCEALING THE PIPES:**

17.4.1 The contractor shall give due notice to the Employer whenever any work like copper piping, cabling, acoustic insulation of the ducts or any work is to be concealed in the wall/false ceiling/partitionsor finished up or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before concealing.

17.4.2 If the Contractor has concealed the items without informing BANK Engineer, the same shall be opened up for measurement and made good to the original finishing at the contractor's expenses. If the contractor refuses to do so, then the

same will not be considered for measurement and no payment may be made for such materials.

17.4.3 The contractor shall not execute any extra work other than the Bank's or BANK's written instruction. No works, for which rates are not specifically mentioned in the price bid, shall be taken up without written permission of the Bank.

17.5 Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the decision of BANKshall be accepted as correct and binding on the contractor.

17.6 It is the responsibility of the Contractor to arrange/provide the tools, ladder, stands or any other gadgets or supports required for the execution of the work at site and Bank will not provide or entertain such requests.

18.0 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

18.1 All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by BANKduring the execution of the work and to his entire satisfaction. The Contractor shall use only products bearing ISI marking in the work for those materials for which no makes are mentioned in the tender.

18.2 No refurbished, second hand and spurious materials should be used. If required, the contractor has to submit the details of the source of his purchase of materials to BANK. BANK reserves its right to enquire and collect data from the supplier to confirm the authenticity of the materials. BANK has the right to stringent action against the contractor, as deemed fit, in addition to suspend / cancel the contract.

18.3 Contractor should get approval of the samples of materials in advance with BANK's Engineer before use of the same in the work.Should be contractor desire to substitute any specified materials with "Equal" or "Other approved" etc., he/they must obtain the specific approval of the Bank in writing for any such substitution, well in advance.

18.4 Samples of all materials to be used must be submitted when so directed by BANK. If required, the contractor shall have to carry out tests on materials in approved materials testing laboratories or as prescribed by Bank at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges, transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account will be entertained.

18.5 If the contractor has used any material which is not complying with the specifications, or the workmanship is bad or the material used is substandard or second hand etc, Bank shall during the progress of the work have power to order the

removal and substitution of the material or proper re-execution of the work within a reasonable time. In case the contractor refuses to comply with the order,Bank shall have the power to employ other agencies to rectify or re-execute the work at the cost and risk of the contractor.

18.6 Any damage (during the work) to any part of the work or to the premises for any reasons due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

18.7 Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

18.8 When the employer observes that the progress of the work is not satisfactory or very slow or not in a workmanship manner or of poor quality or violative of safety protocols etc, the contractor shall be issued a suitable advise torectify the same or replace the materials or redo the entire work, within a reasonable time frame. If the contractor could not rectify the things within the time frame given, in the interest of the work, the Employer reserves the right to execute any part of the work included in this contract or the entire work by any other Agency or persons and contractor shall allow all reasonable facilities and extend cooperation for the execution of such work.

18.9 All expenses consequent thereon or incidental thereto as certified by BANK shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, shall relieve the contractor from his liability in respect of unsound work or bad materials.

19.0 PERIOD OF CONTRACT & EXTENSION OF TIME

19.1 Time is the essence of the contract. The Contract shall be executed within the stipulated period in the NIT. No request for extension will be entertained and the bidder has to plan and mobilize his resources for the satisfactory completion of the project within the time period agreed in the tender.

19.2 If in the opinion of the Employer, the work is delayed due to the following reasons not attributable to the contractor, the employer shall make a fair and reasonable extension of time, for completion of the Contract works

a) By force majure (or)

b) By reason of any exceptionally inclement weather (or)

c) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's own default (or)

d) By the works not referred in the Schedule of Quantities or specifications (or)

e) By reason of civil commotion, workmen strike or lock-out (or)

f) In consequence of the Contractor not having in due time, necessary instructions from the Employer for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions

19.3 In case of such strike or lock-out, the Contractor shall as soon as possible give written notice thereof to the employer, but the Contractor shall nevertheless

constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the employer to proceed with the work.

19.4 In case the work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from Employer or for any of the conditions, the contractor shall be allowed reasonable extension of time by the employer but any claim for idle labour shall not be entertained by the employer. Contractor's quoted rates should include for all such contingencies.

20.0 PAYMENT TERMS

20.1 **For the SITC of ACs**

i) No advance payment.
ii) No part payment. For certain works, part payment will be considered if stipulated in the NIT.
iii) Payment shall be made by way of Electronic fund transfer and the bill will be paid by the Branch.
iv) Bidder should furnish details of the bank a/c no, IFSC code along with their invoices.

For the AMC

i) No advance payment.
ii) Quarterly payments will be released after the end of the quarter subject to deductions for shortfall in services
iii) Field reports of the PM and breakdown maintenance reports shall be enclosed to the Invoices

20.2 Part/Interim payment is paid as per the payment terms mentioned in the NIT. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

20.3 If the Bank has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

20.4 The final bill shall be accompanied by a certificate of completion or Commissioning report signed by an official of the Bank. Payments of final bill shall be made after deduction of Retention Money as specified, which shall be refunded after the completion of the Defects Liability Period provided the contractor has rectified all defects to the satisfaction of the Bank. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

20.5**GST as applicable shall be paid extra** and the same shall be clearly shown in the invoices.

20.6 Statutory deduction towards income tax and other taxes as and when directions from statutory bodies are received will be made at the time of making payments. Currently, I.T. will be recovered @ 2 % plus surcharge or as applicable as per Government Rules. GST-TDS as per applicable rates will be deducted, wherever applicable.

20.7**GST:**

a. It is the responsibility of the bidder to ensure that the GST is valid and active. Payments will not be made to inactive or invalid GST invoices.

b. Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. Non-GST invoices will not be accepted. The contractor should comply with the following.

c. Contractor should have GST Registration Number

d. Invoice should specifically disclose the amount of GST levied at applicable rate as per GST provision

e. In case of Correction in the bills after scrutiny,contractor should submit fresh bills for payment

f. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor

g. The GST Number of State Bank of India for Telangana State -36AAACS8577K1ZQ

20.8 The works will be paid for as “measured work” on the basis of actual work done and not as “lump sum” contract, unless otherwise specified.

20.9 All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender, in respect of any items of work, payment will be made for the actual work done, on the basis of lump sum charges, as will be assessed by BANK.

21.0 SECURITY DEPOSIT

21.1 Retention Money**:** From each running bill, an amount at the rate of 8% of the gross value of the running bill shall be recovered as retention money, till the total retention amount including the ISD amount already with the Bank become 5% of the value of the contract amount. This amount is called as Total Security Deposit**,** which consists of two components

a) ISD - Initial Security Deposits.
b) RM - Retention Money.

21.2 The total security deposit (5%) will be kept with the Bank. The total security deposit amount shall be refunded without interest to the contractor 15 days after the end of defects liability period, provided he has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract.

21.3 The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, which may appear within the defects liability period. In case of failure on the part to do so, the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit due to the contractor.

21.4 During the contract period, all compensation or other sums of money payable by the Contractor to Bank under the terms of this contract,will be deducted from the security deposit, or from any sum that may become due to the Contractor on any account whatsoever.

21.5 In the event of the Security Deposit being reduced by reasons of any such deductions, the Contractor shall within 7 days of being asked to make good, by DD, any sum which have been deducted from his security deposit.

21.6 For AMC - 3 months AMC amount in the form of PBG as required by Bank will have to be submitted by the contractor.

22.0 PENALTY CLAUSE

The successful bidder shall execute the work in a workmanship like manner and complete the work within the stipulated period in the NIT. If the work is delayed beyond the stipulated period for reasons attributable to the bidder, BANK shall penalize them a penalty @ 0.5% per week for every week of delay or part thereof beyond the scheduled date of completion, in any case, not exceeding 5% of the contract value or the completed value of work.

Where the contractor is undertaking the AMC, the penalty clause will be as per the special terms and conditions.

23. VARIATION IN QUANTITY / SUBSTITUTION OF ITEM

23.1 The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure shall be considered to be approximate and no liability shall attach to the employer for any error which may be discovered therein.

23.2 The Employer reserves the right to increase or decrease or delete or omit or execute only a part or the whole or any excess thereof, as per the site requirements, without assigning any reason therefor at the time of allotment / execution of work. Contractor will be paid for the actual work done at the site. No variation shall vitiate the contract.

23.3 The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account. Payment will be made on actual measurement of the work done. All measurements shall be as per relevant I.S. standards

23.4 Bank reserves the right to order more quantities than what is mentioned in this tender (at the same rate and terms and conditions) either at the same site or other sites as per the need within the validity of this tender.

23.5 The price of all additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads.

24. CONTRACTOR'S EMPLOYEES

24.1 The Contractor shall employ technically qualified / having appropriate skill and competent personsfully trained and adequately experienced technicians, who are medically fit. They should be free from any contagious diseases. The technicians shall be well mannered and properly dressed with shoes etc.

24.2 The contractor shall provide necessary training on safety measures while executing the work wherever necessary so as to avoid accident. The Bank shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all risk insurance policy including third party insurance as may be necessary to cover the risk.

24.3 The contractor / firm shall be held responsible for any misdeeds / misbehaviour of their employees within the premises. Bank is not responsible for any damages or claims on account of the misbehavior / misdeeds of his employees. For this purpose, any person supplied by the contractor to be engaged on the work on regular basis or as an alternate arrangement, under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

24.4 The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or incompetent or who may misconduct. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

24.5 No employee of the Bank is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.

24.6 Contractor should not engage child labour in any of the activities in this contract.

24.7 The contractor shall not employ person who is not an Indian National.

24.8 The technician shall not over stay in the Bank premises or in the odd hours or holidays unless or otherwise required by the Branch for specific reasons like maintenance, repair works etc.

24.9 In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time.

24.10 The Contractor's workmen will not have any right whatsoever to get absorbed in the Bank. The Contractor shall be responsible for all the claims of the employees of the Contractor and shall not make and claim whatsoever against the Bank. The Contractor shall be responsible for all statutory requirements e.g. ESI, PF, labour registrations, Insurance coverage etc. The operator is responsible for compliance of all the rules & safety regulations etc.
Minimum wages as prescribed by the Labour Act shall be payable to the operator(s) by the contractor as the case may be. The Contractor shall bind himself and keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

25. WORKING HOURS AT THE SITE

As instructed by Bank. Contractor to ensure that the routine operations at the site are not affected by the contract work. If required, they have to work on the Bank Holidays in coordination with other agencies and Bank.

26.0 SUBCONTRACTING

26.1 The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress

27.0 STORAGE OF MATERIALS

27.1 The contractor shall store their materials like AC machines, copper pipes, wires, refrigerant gas cylinders, tools etc in the site with the permission of the Bank. However, the contractors shall be responsible for the custody and security of all materials and equipment at site. No claim for loss or theft will be entertained by the Bank.

27.2 Shelter or stay and other amenities for the labors have to be arranged by the contractor at his own expense and responsibility.

27.3 On completion of the works, the contractor shall remove all tools,surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Bank

28.0 FORCE MAJEURE

28.1 Notwithstanding the provisions of General terms and conditions of the Contract, the Vendor shall not be liable for forfeiture of its performance security,

liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

28.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

28.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29.0 COMPLIANCE OF STATUTORY REGULATIONS

29.1 The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities like Electricity, Pollution Control Boards, Municipal Authorities, water and Sewarage boards and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.

29.2 The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer. The Contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any equipment, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Employer, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, coat and charges of all and every sort that may be legally incurred in respect thereof.

29.3 The contractor should strictly abide by the Central/State labour regulation for the Minimum Wages, Payment of wages, Workmen Compensation, PF, ESI, Contract labour, including the latest amendments, if any and other safety regulations.

29.4 The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

30.0 INSURANCE & DAMAGE TO PERSONS AND PROPERTY ETC

30.1 The insurance shall be for an amount equal to 110 percent of the value of the Productsfrom “Warehouse to final destination” on “All Risks” basis, valid until the Completion of the project or handing over whichever is later.

30.2 Should any loss or damage occur, the Vendor shallinitiate and pursue claim till settlement and promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

30.3 The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor’s employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

30.4 The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

30.5 The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect.

30.6 The contractor shall be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

30.7 The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

31. TERMINATION OF CONTRACT BY BANK

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor’s firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the BANK that he is able to carry out and fulfill the contract, and if so required by the BANK to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of

things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the BANK not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the BANK after three clear das notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the BANK may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the BANK of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor) further the Bank or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the Bank shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor to remove his surplus materials after receipt by him the Bank may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the contractor for the amount so realized. Any expenses or losses incurred by the BANK in getting the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

32.0 DISPUTES/ARBITRATION:

32.1 All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably.

32.2 If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

32.3 In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration

proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Hyderabad.

32.4 The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

32.5 Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

33. Governing Language:

All communication with respect to the Bid, clarifications, replies, contract documents etc shall be in English.

34. Safety Guidelines for the Contractor:

The Contractor should follow the following General safety Guidelines while executing the work:

34.1 Smoking is strictly prohibited at workplace.

34.2 No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level. Chinstrap of safety helmet shall be always on and safety boot is worn.

34.3 Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs eye protection has to be provided as per the need.

34.4 All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.

34.5 Excavated pits for earthing, cable laying shall be barricaded till the backfilling is done. Safe approach to be ensured into every excavation.

34.6 Preferably the work shall be carried out during the daytime. However, adequate illumination at workplace shall be ensured in case any work is carried out at night.

34.7 All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.

34.8 Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.

34.9 Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work everyday.Dismantled Material shall not be thrown from the height and shall be properly disposed off to prevent any injury to public/staff.

34.10 Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.

34.11 All electrical connections shall be made using 3 or 5 core cables, having a earth wire.

34.12 Inserting of bare wires for tapping the power from electrical sockets is completely prohibited and plug tops of suitable capacity only shall be used.

34.13 All the unsafe conditions, unsafe acts identified by contractors, reported by SBI/ tobe corrected on priority basis.

34.14 No childrenor physicallychallenged personsshall be allowed to enter the workplace and shall not be utilized for any service during execution of the work.

34.15 All the Gas cutting, sharp tools, flammable materials and tackles shall be stored properly and safely when not in use.

34.16 Clamps shall be used on Return cables to ensure proper earthling for welding works.

34.17 Return cables shall be used for earthling.

34.18 All the pressure gauges used in gas cutting apparatus shall be in good working condition and in case of any leakages, the same shall not be used.

34.19 Proper eye washing facilities shall be made in areas where chemicals are handled.

34.20 Connectors and hose clamps are used for making welding hose connections.

34.21 Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.

READ, UNDERSTOOD AND ACCEPTED

****

FORM OF SUBMISSION OF TENDER

(To be filled by the tenderer)

The Regional Manager,
State Bank of India

Dear Sir/s,

Ref: TENDER FOR

_____

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

2. While submitting this Bid, I / We certify that:

i) 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.

ii) We certify that we have not made any changes in the contents of the tender document read with its amendments/clarifications provided by the Bank, submitted by us in our Bid document.

iii) The rate quoted in the *price Bids are as per the tender* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. We agree to abide by all the Bid terms and conditions, contents of Agreement and the rates quoted in the bid, which shall remain binding upon us.

4. If our Bid is accepted, 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.

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

6. 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, Bank will have the right to disqualify us from the Bid.

7. 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.

8. We hereby undertake that our name does not appear in any "**Caution**" list of RBI / IBA or any other regulatory body.

9. We also confirm that we have not been **blacklisted** by any Bank / PSU / State or Central Govt departments for any reasons.

10. We confirm that we do not have any **litigation / cases** pending against us in any Bank / PSU / State or Central Govt departments.

11. We confirm that we are submitting bid on behalf of the OEM, and we are not submitting bid on behalf of another OEM for this tender.

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

13. We hereby confirm that all the components/spare parts/equipment etc. to be supplied /used as a part of this contract shall be original new components / parts / equipment only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ equipment shall be supplied or shall be used

14. For any type of deviation (to any of above or subsequent instructions), it will be my/ our responsibility to obtain the written instruction of the Engineer-in-charge for the same 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 the all deviated material/ works from the site at my/ our cost as well as I shall be liable to penalized by the BANK as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

Yours Faithfully,	**Signature of Witness:**
Contractor's Signature_____	**1.**
Name: _____	2.
Address: _____	3.

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FORM OF AGREEMENT

ARTICLES of AGREEMENT made this _____ day of _____ year 2021 between _____ _____(Hereinafter referred to as the"Employer/Bank" which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and _____ of_____ (Hereinafter referred to as "Contractor" unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to carry out _____ __and shall herein after referred to as "Project".

AND WHEREAS for the purpose of the above said project, the Employer invited sealed tenders from experienced, resourceful and bonafide contractors through Bank, Hyderabad vide its Notice Inviting Tender (No._____dated._____).

WHEREAS the contractor submitted his Online Tender containing Notice Inviting Tender, General Conditions of Contract, Special conditions, Bill of Quantities, Form of Agreement, Preferred makes of materials, Form of Submission of tender, Technical Specifications etc. for the above said project, (Hereinafter collectively referred to as the "said conditions"), digitally signed as a token of his acceptance of the same, along with requisite Cost of tender and Earnest Money Deposit.

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the project.

AND WHEREAS the Employer through the Bank has accordingly issued the work order (No._____dated._____) to the contractor subject to his furnishing the requisite Security Deposit.

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance NO._____ dt._____ and has also deposited with the Employer a sum of Rs._____ which with the Earnest Money of Rs._____forms the requisite Security Deposit @2 % of the accepted Tender Value of Rs._____.

NOW, therefore, it is hereby agreed to and between the parties as follows:
1) Contract documents
The following documents shall constitute the Contract Documents.
I. This Article of Agreement.
AI. Tender Document submitted by the Contractor including the "said conditions", N.I.T and Schedule of quantity.
III. All correspondence between the Employer and the Contractor from the date of issue of N.I.T and the date of issue of work order.
IV. Work order No. _____dt._____

2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted project works and such further detaileddrawings as may be furnished to the contractor by the said Employer and described in the said Specifications and the said Schedule of Quantities.

3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein stated before, the Employer reserves itself the right of altering the nature of the work and addition to or omitting any items of work or of havingportions of same carried out through another agency or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

4) As mentioned above, the “said conditions” shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

5) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of the Hyderabad thereto. The decision of the arbitration shall be final and binding on both the parties.

6) The Vendor / Contractor shall promptly notify SBIof any changes in the constitution of theirfirm. It shall be open to SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person/s is being director/s or partner/s in the said company / firm, or on the addition or introduction of a new partner without the previous approval in writing of SBI.But in absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

7) The Contractor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by The Contractor or breach of any obligations under this contract, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of the Contractor. The Contractor agrees to make good the loss suffered by the Bank.

IN WITNESS WHEREOF THE PARTIES to their present have here under set and subscribed their hands, the day, month and year first above written.

Signed and delivered for and on behalf of
Shri.
_____ its duly authorized official, In the presence of –
1. (Name and Address)

2. (Name and Address)

Signed and delivered for and on behalf of

The Contractor _____by Shri_____
his duly authorized official, in the presence of –

1. (Name and Address)

2. (Name and Address)

SPECIAL CONDITIONS OF CONTRACT

Preventive and Breakdown Maintenance during Warranty Period& AMC:

1. All the Air-conditioners covered in this contract have to be maintained as per the standards of the original manufacturing company during the warranty period as well as AMC

2. The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the spares against defects arising out of faulty design, materials and workmanship etc. during the period of warranty.After the Warranty period of newly installed AC units expire, then these units are to be maintained by the Contractor till the expiry period of AMC.

3. In case of AMC of the existing ACs, the contractor has to repair /service/ maintain the air conditioners under the AMC in as is where is condition when handed over to them underAMC.

4. All required tools and tackles(in good working condition) necessary for carrying out repair and maintenance works of Air Conditioners under AMC have to be provided by the vendor.

5. Professionally qualified personnel who have expertise in the AC supplied by the vendor will be permitted to undertake Preventive Maintenance/repair services during the period of warranty and AMC period.

6. During the term of the contract, the vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the repairs and maintenance services as under:

Type of Service	Warranty Period	AMC
Preventive Maintenance	Every Quarter	Every Quarter
Breakdown Maintenance	Within 48 hours of complaint	Within 48 hours of Complaint

Preventive maintenance: The Vendor shall conduct the following activities under Preventive Maintenance once within first 90 days of the installation of new ACs and once in every quarter thereafter, during the currency of this agreement or on a day and time to be mutually agreed upon. Notwithstanding the foregoing, the Vendor recognizes Bank's operational needs and agrees that Bank shall have the right to require the Vendor to reschedule preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

Sno	Activity
1.	Inspection of the AC – IDU and ODU for any abnormality in operation, sound etc
2.	Testing the Performance of AC for desired cooling
3.	Testing of Gas pressure if necessary and check for any leakages near the check nut etc or diagnoseanyother fault
4.	Checking of current consumption
5.	Remove the filter, water service and fix it back after drying
6.	Clean the drain tray and drain pipe and remove any choke for free flow of drain water
7.	Clean the Evaporator with brush and remove the dirt/dust. Check for any fungus

formation or bad smell and wash it with chemical, if required.

8. Lubricating /greasing of all Fans
9. Water washing of Condenser Coil
10. Topping of Refrigerant gas, if required
11. Check the swing motor functions and rectify, if required
12. In addition to the above, any other activity to ensure trouble free operation of AC
13. Check the temperature setting and operation mode and advise the Branch on the optimum operation levels

7. This comprehensive Contract includes replacement of all faulty spares. Some of the spares are listed as under:

Compressors	Starting Capacitors
Fan Motors	Running Capacitors
Built – in Timer kit	Relays, Thermostats
Selector switches	Fan Capacitors
Contactors (Power / Control)	Gas charging
Micro Swing Motors	Fan blades
Electronic Control Circuitries	Air-Filters
Remote Control Units	Condenser Coils
External Electronic / Analog time switches for timed running of A.C's	Stabilizers
Outdoor unit mounting frames	Cabling from IDU to ODU
Parts of indoor / Outdoor unit enclosures	Existing copper piping from IDU to ODU
Display unit in AC	Existing drain piping from IDU to drain point

Note: The above list is only indicative.However, any parts which are not mentioned in the Tender Schedule of this Contract but required for the smooth and trouble free operation of the AC equipment are also required to be rectified or replaced with in the scope of this contract.

8. **Working Hours for Repair and Maintenance:**
All activities under the scope of the contract shall be undertaken during working hours i.e. from 10.00 A.M. to 6.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the AC could not be repaired or rectified during the said period, the technicians are required to accomplish their duties beyond the said schedules in case of any situation, if it warrants.

9. **Replacement of Spare parts:** The required spares shall be kept as stock with the vendor for readily replacing the faulty spares, without loss of time or delay. In cases where unserviceable parts of the equipment need replacement, the vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. Any worn or defective parts withdrawn from the equipment and replaced by the vendor during the warranty period shall become the property of the vendor and the parts replacing the withdrawn parts shall become the property of Bank.
Defective spares compressors / condensers are to be replaced with new compressors / condensers and repairing of the old compressors is not permitted.

Whenever new compressors / condensers are used, the Contractor has to produce original invoice and Warranty Card of the new Compressor/ condenser if demanded by the Bank. The compressor/ condenser being replaced should match with the **original star rating** of the air conditioner.

10. Only original spare parts/quality approved by the Bank will be permitted to be used for the maintenance during the AMC Period. If duplicate, refurbished or second hand parts are used by the vendor during the AMC, the contract shall be cancelled immediately without any notice period.

11. It is the responsibility of the Contractor to accurately specify the damaged spare parts to the Bank and to rectification of the fault in A.C under maintenance.

Response Time on receiving the complaint: The maximum response time i.e. time required for Vendor's maintenance technicians to report to the Bank after a request call / fax /e-mail is made or letter is written by Bank shall not exceed 48 hours.

1 Apart from regular letter communications, all telephonic/E-mail or Whatsapp communications from Bank are to be treated as formal communication for all practical purposes.

Escalation Matrix: The mobile number, land line number and email ID of the Contractor/Supervisor/Help desk to whom the complaints have to be reported and that of Top Management level is to be provided to Bank for communication purpose. Any change in numbers shall be advised then and there to the Bank.

Time taken for Repairs/Rectification: In case ofMinor technical problems same are to be rectified within 3 hours of diagnosing of fault. In case of major technical problems, the same are to be rectified within 24 hours of identifying the problem.
In the event of the equipment not being repaired or a workable solution not provided during Warranty period and the AMC period, a penalty as per the penalty clause will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.

Insurance for the Workmen: The technicians deployed under AMC are to be covered by insurance under Workman Compensation Policy through reputed Insurance Companies during the AMC Period. If demanded, Copies of the Insurance Policies are to be submitted to the Bank by the vendor.

Bank is not responsible for any loss of life, damage, injury to the technicians while undertaking the Maintenance activity under AMC contract or during the installation of new AC units. Vendor to ensure that all safety protocols are strictly followed while execution of the work. Vendor shall indemnify the Bank against any claims, damages, compensation for such losses.

12. **Extended Period of AMC:**In case the Bank needs the AMC service beyond the period of AMC, additional AMC Charges will be paid on the pro-rata basis for the period for which these units are to be maintained at the same unit rate as applicable to similar item in the original AMC and on the same terms and conditions of the AMC.

13. **Increase / Decrease of ACs**: If Bank decides that the additional number of air-conditioners other than the quantity mentioned in the tender are to be maintained by the Contractor, the contractor shall agree and maintain the ACs till the expiry period of AMC as per the same terms and conditions of the Contract. Proportionate amount of AMC shall be paid by the Bank for the same.

14. If any units covered under these AMC are removed/dismantled/shifted from this location to another location, the Contract amount as per the unit rate of the Tender will be revised and suitable deductions made from the AMC bills.

Other: The Bank has installed its own transformer for the site premises, hence the power supply is stable and is well regulated. The bank will not admit any claim from the contractor that the fault/damage is caused due to quality of power supply and it will not absolve the responsibility of the contractor in rectifying the fault.

The successful Vendor has to rectify the faults or repairs to the AC machines arising due to rat bites also free of cost within the scope of the contract. Vendor should also analyze the site conditions and take efforts to secure the AC equipment from the rodent bites by proper wrapping of the critical components with suitable glass wool packing or any other material and closing the opening made for the AC piping & drains properly to avoid rodent entry.

15. Details of important programs / functions of the Bank such as Conference, Review Meeting, VVIP functions etc that may be held in the Office will be informed to the contractor and they should assist the Bank in maintaining smooth running of the air-conditioners on that day without failure even if they are held on Bank Holidays. Non-attendance of the technicians on such a day will attract penalty at the discretion of the Bank.

All security and safety regulations and guidelines as per the applicable law are to be followed. All guidelines/directions of Bank's Security Section must be followed.

1 <u>Complaint / Service / Breakdown Register:</u>

The Bank shall maintain a register at its site in which, the Bank's AC operator / Electrician or any other person identified by Bank shall record each event of failure and / malfunction of the ACs. The Vendor's technician shall enter the details of the air conditioners serviced/ maintained / repaired by him in this register. Additionally, every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make, in duplicate, a Service call report which shall be signed by him and thereafter countersigned by the Bank's official. One copy of the Service call report shall be handed over to the Bank's official. Spares taken outside the premises also to be recorded with serial number of spare and in and out date and time. The Vendor shall provide replacement equipment if any equipment is out of the premises for repairs.

16. **SHIFTING THE AC TO NEW LOCATION OR BRANCH:**

18.1 If Bank desires to shift the AC to a new location/floor or department in the same premises or to another branch/office and install it thereof urgently, the Bank shall bear the charges for such shifting and the vendor shall dismantle and reinstall the AC as desired. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the vendor. The warranty terms would not be considered as violated due to the above shifting. The vendor, would not unreasonably assume that the causes lie with the shifting activity.

CONTRACTOR'S RESPONSIBILITY AFTER THE CONTRACT HAS EXPIRED

Successful bidder has to handover all the ACs in good running condition before expiring of CAMC contract. Security Deposit will be released only after verifying the same.

PENALTY CLAUSE FOR AMC:

Any penalty due during the Warranty/AMC period will be adjusted against the bills payable or retention money retained by the Bank as per following in case of non-satisfactory services provided under Warranty/AMC:

S. No.	Type of Defective Service	Penalty Amount / LD
1	Penalty for every air conditioner which is not repaired post completion of **72 hours** of reporting the complaint till the day the complaint is rectified.	**Rs 100/-** per air conditioner per day till the day of rectification
2	Penalty for every air conditioner that breaks down for more than three times in a month	**Rs 500/-** per air conditioner per month
3	Penalty for not doing the Preventive Maintenance or Vendor does not fulfill the provisions of the contractin a quarter	**only the proportionate maintenance charges for that period during the month will be considered payable by Bank** without prejudice to the right of the Bank to terminate the contract.
4	Penalty for non-responsiveness to the calls of the Bank to repair or replace the faulty AC. If the vendor could not resolve the issues or not showing any interest to resolve the issue or non-responsive to Bank's calls	Bank will arrange to rectify the same through any other agency and recover the losses from the vendor by suitable **deductions from the bills payable to the vendor or from the** Security Deposit and contract

		cancelled.
5	Penalty for losses to Bank's property while performing the PM or repair workson account of any negligence, mishandling, non- adherence to the required safety protocols, commission or omission by the technicians of the Vendor and if any loss or damage caused to the Equipment or any Bank's property	Contractor to rectify orshall make good of the losses suffered by the Bank or Bank will recover the actual amount incurred by Bank

2. If, in any quarter, the invoice was paid to the Vendor without deducting the penalty or LD, the Bank can deduct the same from future payments payable or the Vendor shall refund the amount forthwith to Bank on demand by Bank.

3. Further Bank reserves the right to terminate the contract at any time during the validity of the Contract period by giving 30 days' notice to the Contractor with or without any reason.

6. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

Date:
Place:

Signature and seal of the Bidder

LIST OF PREFERRED MANUFACTURERS / NATURAL SOURCES OF MATERIALS TO BE USED IN THE HVAC (AIR CONDITIONING) WORKS SUBJECT

TO THEAPPROVAL OF SAMPLES BY BANK

S.No.	Material Name.	Brand / Manufacturer / Recommended Make.
1.	Inverter Split/Cassette AC	
2.	GI Sheets	TATA / HSL / SAIL / NIPPON DENRO or approved equivalent.
3.	Fire Damper	Caryaire / AirMaster / Air Breeze / Ravistar or approved equivalent.
4.	Vibration Isolators / FlexibleConnectors	Resistoflex / Dunlop or approved equivalent.
5.	INSULATION / Fibre glass	UP Twiga / Kimmco / Owens corning or approved equivalent.
6.	Power Cables	CCI / ICC / Gloster / UCL or approved equivalent.
7.	Control Cables	Finolex / Delton or approved equivalent.
8.	Aluminum Grilles Diffusers /Linear Grilles	Caryaire / Air Master / Air Breeze/SRIFABS or approved equivalent.
9.	Filters	Klenzaids / Airtech / Aerosol / Anfilco or approved equivalent.
10.	Cooling Coils / Heating Coils	Bluestar / Rohini / Ethos / Carrier / Jaypee / Coil Company / ZECO or approved equivalent.
11.	Nitrile rubber	Armaflex / vedoflex /AERO FLEX/ARMACELL or approved equivalent.

NOTE : **The contractor shall use only above mentioned material or equivalent make to be approved by Bank. All other materials shall confirm to the specifications laid down. The tenderer shall take this into account while tendering rates / prices.**

TECHNICAL SPECIFICATIONS

	1.5TR INVERTER SPLIT AC		
S. No.	**parameter**	**Banks requirement**	**Vendor Response**
1	MAKE	Vendor has to specify	
2	MODEL No	Vendor has to specify	
3	Tonnage (minimum)	1.5 TR	
4	Star rating	5 STAR	
5	ISEER Rated	Minimum 4.5	
6	Compressor type	ROTARY	
7	Condenser	COPPER	
8	Power Source	230V / 50HZ / 1PH	
9	Cooling Capacity Rated	Minimum 5.2 KW	
10	Voltage Range	Vendor has to specify	
11	Operating Current	Vendor has to specify	
12	Refrigerant	R32/R410/ ECO-FRIENDLY	
13	Operating Range deg C	It should be operational at Minimum ambient temperature of 50 deg C	

2 TON INVERTER CASSETTE TYPE AIR CONDITIONERS

Note: The bidders should fill the above data for the model and make offered by them in the online portal

NOTE:

1. **Contractor is allowed to quote only % above or below or at par.**
2. **The quoted amount shall be excluding GST.**
3. **GST will be paid extra as applicable.**

The Detailed BOQ is available at e-tendering portal for Empaneled contractorswith SBI, Hyderabad Circle.