

TENDER DOCUMENT

FOR

**Comprehensive Annual Maintenance Contract of Split/ Window/ Cassette/ Tower/
VRV/ VRF Air Conditioners Installed in SBI LHO and offices under control of LHO
situated at SBI LHO Complex 11, Sansad Marg, New Delhi-110001.**

NOTICE INVITING TENDER

State Bank of India, Local Head office, Premises & Estate dept New Delhi invites two-bid online tenders through GEM portal for **Comprehensive Annual Maintenance Contract (CAMC) of Split/Window/Cassette/Tower Air Conditioners Installed in SBI LHO and offices under control of LHO situated at SBI LHO Complex 11, Sansad Marg, New Delhi-110001.**

The other details of the tender are as under:

Buyer Added ATC will prevail over rest of the conditions in case of ambiguity or contradiction.

1.	Scope of Work	Comprehensive Annual Maintenance Contract of Split/ Window/ Cassette/ Tower/ VRV/ VRF Air Conditioners Installed in SBI LHO and offices under control of LHO situated at SBI LHO Complex 11, Sansad Marg, New Delhi-110001.
2	a) Tender invitation	10 days
	b) Tender technical bid opening	As per GEM
	c) Technical bid clarification time	As per GEM
	d) Price bid opening	As per GEM
3	a) Earnest Money Deposit (EMD) Estimated Cost (excluding GST)	Rs 17595/- to be submitted in the form DEMAND DRAFT in FAVOUR "AGM (Premises & Estate), SBI, LHO, New Delhi and payable at Delhi to Asst General Manager (P&E), SBI, 5th Floor, D Block, Local Head Office, 11, Sansad Marg, New Delhi -110001. Exempted for Micro and Small enterprises with uploading valid MSME/UDYAM registration certificate.
	b) Experience	The company must have minimum 3 years of experience as on 31.07.2026. "Comprehensive Annual Maintenance Contract of Split/Window/Cassette/Tower/VRV/VRF Air Conditioners" Copy of documents as per Experience criteria to be uploaded as proof of experience.
	c) Minimum Turnover (Average annual in last three years 22-23, 23-24, 24-25) Provisional of 25-26 may also be considered on	Rs. 5.28 lakh and above

	producing valid CA certificate.	
	d) Full-fledged office	The bidder must have full-fledged office/service center/Branch office in any of location with-in location of New Delhi/Faridabad/Noida/Gurugram. Copy of electricity bill in the name of firm /GST certificate/ trade license /ESI/PF registration receipt etc. to be uploaded. Or the vendor must submit the undertaking to open the office/service center/Branch office in location of New Delhi/Faridabad/Noida/Gurugram within 2 months of award of work.
	e) Past Performance	The company should have completed Comprehensive Annual Maintenance Contract of Split/Window/Cassette/Tower/VRV/VRF Air Conditioners either of the following: • At least one work of minimum Rs. 14.08 lakh (Annual Contract Value excluding GST) or above • or • At least two work Each of minimum Rs. 8.8 lakh (Annual Contract Value excluding GST) or above • or • At least three work each of minimum Rs. 7.04 lakh (Annual Contract Value excluding GST) or above In at least one of the last Seven financial year. Completion Certificates of the above works, in case completion certificates are not available, the copies of GST invoices (Completed Annual Contract) raised in the name of client may be considered at the sole discretion of the Bank. (The above certificates/invoices etc. must be of any Central / State Govt Organization / PSU / Public Listed Company)
4	Initial Security Deposit (ISD)	2% of the total value of the contract including Earnest Money (without GST value) to be submitted in the form DEMAND DRAFT in FAVOUR "AGM (Premises & Estate), LHO, New Delhi and payable at Delhi . With-in 7 days from date of receipt of work order.
5	Security Deposit (SD)	Total security deposit shall be 5% of the total contract value of one or for a period of agreement year in the form of a Bank Guarantee of equivalent amount issued by any Nationalized/Scheduled Bank as per the Bank's approval format issued in favour of the Bank or FDR

		receipt favoring the Bank issued by any branch of State Bank of India for a period Agreement. In case the contract is not renewed after one year, the security deposit will be refunded on expiry/termination of the contract after adjusting the dues payable by the Contractor to the Bank. The Security Deposit will be interest free. No interest shall be paid to the amount retained by the Bank as Security Deposit. I. Forfeiting Of Security Deposit: a) The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the SBI, if the Bidder either fails to execute the Contract or fails to fulfill the contractual obligations or fails to settle in full his dues to the SBI. b) The SBI is empowered to recover from the security deposit for any sum due and for any other sum that may be fixed by the SBI as being the amount or loss or losses or damages suffered by it due to delay in performance and / or non-performance and / or partial performance of any of the conditions of the contract and / or non-performance of guarantee obligations. c) Any default in CAMC
6	Time of completion of work	Till the expiry of the Contract
7	Income Tax and GST	1) Income Tax/GST will be deducted at source as per Govt. Guidelines. 2) Reimbursement of GST on contract will be made only on submission of proper GST invoice as per applicable GST provision. The Bidder should comply with the following. 1.0 Bidder should have GST Registration Number 2.0 Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision Bidder should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the Bidder.
8	Validity of Offer	90 days from the date of opening the Tenders

9	Liquidate Damage (LD)	At the rate of 0.5% of the Contract Value per week which subject to a maximum of 5% of the accepted Contract Value.
10	Terms & mode of payment	• There would be no provision for advance rental payment. • The vendor will submit the invoice along with attendance sheet & other necessary documents within 7 days on completion of each Quarter to the P&E Department, LHO, New Delhi. After verification of invoice & documents submitted by the Vendor and deducting penalties, if any, the P&E Department will make payment for the services. • The quoted rates will be firm throughout the contract period from the date of issue of the work order and shall not change at any event during the contract period. • Payment shall be made by way of electronic fund transfer. The vendor should furnish details of the Bank, A/c no, IFSC code PAN, GST numbers etc. in the Invoice.
11	Place of opening of tender	Asst General Manager (P&E), SBI, 5 th Floor, D Block, Local Head Office, 11, Sansad Marg, New Delhi -110001 agmpre.lhodel@sbi.co.in
12	Contact person (SBI)	Assistant Manager (Electrical), SBI, 5 th Floor, D Block, Local Head Office, 11, Sansad Marg, New Delhi -110001 uday.singh11@sbi.co.in , Ph. 23407864
13	Performance guarantee:	NA
14	Documents to be uploaded on GEM Portal	1. Complete tender document signed and stamped. 2. Copies of documents as per Experience criteria be uploaded in GEM portal as proof of experience. Sr. No: 3(b) 3. Completion Certificates of the above works, in case completion certificates are not available, the copies of GST invoices raised in the name of client as defined in Experience criteria of this NIT Sr. No: 3 (e), Copies of same to be uploaded in the GEM portal. 4. Copy of electricity bill in the name of firm /GST certificate/ trade license /ESI/PF registration

		receipt etc to be uploaded to certify full-fledged office criteria as defined in this NIT 5. Other documents as per gem criteria stating turnover, etc. (CA certificate etc.).
15		PLEASE SUBMIT ONLY RELEVANT DOCUMENTS
16		The SBI reserves the right to cancel or postpone or modify the tender at any stage without assigning any reason thereof.
17		The Successful Bidder has to obtain all necessary approvals/permissions, Liaisoning if any, from the appropriate government authorities/Local authorities required for the completion of the above contract at the site mentioned in this tender. The Successful Bidder has to comply all the rules and regulations which are necessary for the execution of the contract and shall indemnify the SBI from all legal and monetary liabilities arising due to the violation of the approvals/permissions, rules and regulations.

AGM (Premises & Estate)

ANNEXURE-I
UNDERTAKING
(To be submitted along with the technical Bid)

To
AGM(P&E),
State Bank of India, Local Head office
5th Floor, D Block, 11, Sansad Marg,
New Delhi-11001

Dear Sir,

Sub.: - Comprehensive Annual Maintenance Contract of Split/ Window/ Cassette/ Tower/ VRV/ VRF Air Conditioners Installed in SBI LHO and offices under control of LHO situated at SBI LHO Complex 11, Sansad Marg, New Delhi-110001.

I/ We refer to the tender notice issued by you for “**Comprehensive Annual Maintenance Contract of Split/Window/Cassette/Tower/VRV/VRF Air Conditioners Installed in SBI LHO and offices under control of LHO situated at SBI LHO Complex 11, Sansad Marg, New Delhi-110001**” in connection with the above.

1. I undertake to submit in Hard copy the tender document along with all terms & Conditions, Specifications and subsequent annexure and corrigendum's duly signed and stamped by authorized representative/ signatory on becoming L1. However, we accept all the terms and conditions along with the specifications, Drawings, Layouts etc. defined in the tender documents.
2. I/ We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, designs, conditions of contracts & specifications schedule of quantities relating to the works.
3. I/ We have satisfied myself/ ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions, subject to above, I/ We do hereby agree, should this tender be accepted in whole or in part, to:
 - a. Abide by and fulfill all the terms and provisions of the said conditions annexed hereto
 - b. Complete the works within **(till the validity of the contract)** as per the work programme enclosed with the tender in two or three shifts if considered necessary by the Employer/ Consultants at no extra cost to the Employer.
4. I/ We have deposited an **Rs 17595/- in the form of Demand Draft/ Banker's Cheque drawn in favour of AGM (Premises & Estate), SBI, LHO, New Delhi and payable at Delhi**, respectively which I/ We note, will not bear any interest and is liable for forfeiture.
 - I. If our offer is withdrawn within the validity period of acceptance by the Employer.
Or
 - II. If the contract agreement is not executed by us within 7 days from the date of receipt of the letter of acceptance.
Or

III. If we fail to pay the initial security deposit as stipulated.
Or

IV. If the work is not commenced within 3 days after issue of work order.

2. I/ We understand that you are not bound to accept the lowest or any tender you receive.
3. The intending bidders shall be asked to quote their offers in terms of Individual item wise unit rate and amount for that item and the total cost of the project he will be willing to execute the work.
4. The "Percentage discount Offer" (if any discount provided by contractor) shall be uniformly applicable to each and every item including all sections/ sub-sections/ sub heads of the Tender.
5. **SBI reserves the right to increase or decrease the Air conditioners stated in Annexure B as per the requirement at the site during the contract period. The payment will be made as per actual.**
6. We shall maintain all the necessary registers, record as per the existing Labor Laws and also agree to maintain additional registers, record as directed by the Bank from time to time. All the workmen working with us in SBI residential flats shall be given Identity Cards with photographs and it will be ensured by us that they carry the same without fail.
7. We also agree that in case any workmen working with us, discontinues his service for any reason or terminated, transferred etc., it will be binding on us to report the same to SBI immediately and there will not be any replacement unless agreed to by both the parties.
8. We have noted that the rise in Special Allowance declared by the Govt. Authorities in each year shall be paid to the workmen along with other direct/indirect benefits by us.

Date:
Signature

Contractor's Stamp &

The names of DIRECTORS of our Firm are:

1. _____
2. _____
3. _____
4. _____

Yours faithfully,

Signature

Designation

Eligibility Criteria

1. Experience: The company must have minimum 3 years of experience as on 31.07.2026 in Comprehensive Annual Maintenance Contract of Split/ window/ Tower/VRV/VRF Air Conditioners.

2. Minimum Turnover (Average annual in last three years FY 2022-23, 2023-24, 2024-25) Provisional of 2025-26 may also be considered on **Rs. 5.28 lakh and above.**

3. Past Performance: The company should have completed Comprehensive Annual Maintenance Contract of Split/Window/Cassette/Tower/ VRV/VRF Air Conditioners

either of the following:

- At least one work of minimum **Rs. 14.08 lakh (Annual Contract Value excluding GST)** above
or
- At least two work Each of minimum **Rs. 8.8 lakh (Annual Contract Value excluding GST)** above
or
- At least three work each of minimum **Rs. 7.04 lakh (Annual Contract Value excluding GST)** above

In at least one of the last Seven financial year. Completion Certificates of the above works, in case completion certificates are not available, the copies of GST invoices (Completed Annual Contract) raised in the name of client may be considered at the sole discretion of the Bank. (The above certificates/invoices etc. must be of any Central / State Govt Organization / PSU / Public Listed Company)

4 Full-fledged offices: The bidder must have full-fledged office/service center/Branch office in any of location with-in location of New Delhi/Faridabad/Noida/Gurugram. Copy of electricity bill in the name of firm /GST certificate/ trade license /ESI/PF registration receipt etc. to be uploaded. Or the vendor must submit the undertaking to open the office/service center/Branch office in location of New Delhi/Faridabad/Noida/Gurugram within 2 months of award of work.

Instructions to the Vendors & Terms & Conditions

1. **Rs. 17595/- in the form of Demand Draft/ Banker's Cheque drawn in favour of AGM (Premises & Estate), SBI, LHO, New Delhi and payable at Delhi** (to be enclosed in sealed envelope as a part of Technical Bid). Tender received without EMD, or lesser amount will be summarily rejected. No interest will be paid on the EMD.

2. Total security deposit shall be 5% of the total contract value of one or for a period of agreement year in the form of a Bank Guarantee of equivalent amount issued by any Nationalized/Scheduled Bank as per the Bank's approval format issued in favour of the Bank or FDR receipt favoring the Bank issued by any branch of State Bank of India for a period Agreement. In case the contract is not renewed after one year, the security deposit will be refunded on expiry/termination of the contract after adjusting the dues payable by the contractor to the Bank. Any amount deducted by the Bank from the security deposit shall be replenished by the contractor forthwith so as to restore the security deposit to its original value.

3. The tender rates shall be valid for at least 3 months after the date of opening the financial bid. Tender valid for a shorter period shall be liable for rejection.
4. The tender shall be signed & stamped by the authorized person.
5. The L1 vendor must obtain all necessary permissions and approval required for the execution of the contract from the appropriate authority. In case of default L1 vendor will be liable for all the claims and will indemnify the Bank against all the claims including legal and monetary liabilities arising therefrom.
6. The successful bidder will have to make an agreement with SBI on terms and conditions of the contract on a non-judicial stamp paper within 15 days, the cost of which will be borne by the contracting agency/firm/company failing which his security amount may be forfeited.
7. The firm must have PAN, EPF, ESI & GST registrations.
8. If any bidder declare or file misleading statement, misrepresentation then he will be disqualified from the process of selection.
9. The bidders must accept and agree all the terms & conditions of both SBI as well as the agency authorized by the Bank for conducting e- tender.
10. The bidders will have to submit their tender after carefully examining the whole of the tender documents.
11. Any tender submitted after the stipulated date and time will automatically stand disqualified and no extension of time will normally be allowed for submission of tender.
12. Repair of damaged insulation of refrigeration piping of split units, on account of routine service/ repair.
13. The Bank reserves the right to cancel the tender or reject any or all bids without assigning any reasons whatsoever. Canvassing in any form in connection with the tender is strictly prohibited and tenders submitted by contractors who resort to such course shall be liable to be rejected summarily.
14. Tenders not fulfilling any or all the conditions prescribed, or which are incomplete in any respect shall be liable to be rejected.
15. Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, EMD will be returned.
16. Any other requirement as per the specific scope of service provided by the Buyer.
17. TDS as applicable will be deducted from the bills payable to the contractor
18. All safety norms as defined by the appropriate authorities whether SBI/local/government bodies shall be strictly adhered to by the contractor during the execution of the entire contract. All men and machinery have to be covered under suitable insurance by the contractor and Bank is not liable to pay any compensation for the damages to men (including death) and machinery under any circumstances

during the transit, loading, unloading, installation, testing and commissioning, Maintenance of the Air Conditioners. In case of default Successful Bidder will be liable for all the claims and will indemnify the Bank against all the claims including legal and monetary.

19. During the currency of the Contract, all care shall be taken so that the downtime of Air Conditioners is kept minimum.

20. Each page of the tender documents should be signed by an authorized person in token of having accepted the terms & conditions of contract, specifications, as laid down.

21. All expenses for the registration of the agreement in the tender will be borne by the Successful Bidder.

22. In case of any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of the AGM(P&E) shall be final and binding on the Contractor All disputes are subject to local Jurisdictions at Delhi only.

NAME & SCOPE OF WORK

Comprehensive Annual Maintenance Contract of Split/Window/Cassette/Tower/VRV/VRF Air Conditioners Installed in SBI LHO, and offices under control of LHO situated at SBI LHO Complex situated at 11, Sansad Marg, New Delhi-110001.

- 1. The CAMC charges quoted should include the cost of all labor, consumables, repair/replacement of compressor, PCB, Coils, capacitors, Y joints, Gas Charging, other faults as identified and other spare parts required for maintaining the various types of Air conditioners as stated in the tender document in perfect working condition, excluding only the Plastic parts not stated above. The rates quoted also includes all other taxes, duties, loading, unloading, transportation, lifting, shifting, other expenses etc. from and to the site. Only GST (As Applicable) shall be paid extra.**
- 2. The Air Conditioners Split/Window/Cassette/Tower/VRV/VRF and other related equipment's should be serviced properly so that the required temperature can be maintained.**
- 3. Four preventive maintenances of Air Conditioners Split/Window/Cassette/Tower/VRV/VRF in a year.**
- 4. Checking and rectification of all leakages.**
- 5. Checking of compressors and its accessories for smooth functioning**
- 6. Cleaning of evaporator/ condenser coils four times in every year or as required.**
- 7. Replacement/top up of refrigerant gas as a result of wear & tear.**
- 8. Checking of controller/PCB for its proper functioning and repair/ replacement of the same if found necessary.**
- 9. Servicing of remote control and microprocessor controls.**
- 10. Cleaning/ replacement of filters.**
- 11. Checking cooling effect and if it is found that gas is less the same has to be topped up.**
- 12. Attending unlimited numbers of emergency call/ complaints/ Breakdown calls within 15 minutes of lodging of complaint by any means of communication. The faults must be rectified immediately/within 24 Hours and in case of compressor repair/replacement or PCB repair/replacement maximum within 24 Hours. If the complaint is not resolved within the stipulated period as above the same will be treated as unsatisfactory service until proper justification of same is not provided. The penalty in way of liquidated damages as stated in subsequent clauses will be imposed.**

13. The Successful Bidder shall carry out preventive maintenance / checks as per CPWD specification, respective trade practice and maintenance instruction manuals for installation and the maintenance is to be carried out as per instructions of Engineer -in-charge and CPWD specification.
14. The Successful Bidder shall record the entries and complaint details in the proper register along with the time schedule of lodging of the complaint to the rectification of the issue apart from day-to-day maintenance of equipment's.
15. All the materials required for carrying out operation and day-to-day maintenance services will be supplied by the Successful Bidder.
16. The Successful Bidder shall take over the Air Conditioners before commencement of the work and hand over the same as the time of completion of contract in original condition. However, normal wear and tear will not be the responsibility of the Successful Bidder.
17. The Successful Bidder will assess the requirement of materials for preventive maintenance and breakdowns and will have in stock the same for smooth functioning of the Air Conditioners.
18. **The Successful Bidder shall execute an agreement in the format approved by the Bank, with the Bank in respect of the CAMC upon completion of the tender process. The contract period shall initially be valid for a one-year period. The contract may be renewed for further two-year period, one year at a time, unless the parties decide otherwise (at the discretion of the Bank only). The renewals will take place by giving notice in writing by the contractor of its intentions to renew this agreement at least 3 months in advance to the Bank. In case the service of the contractor is not found satisfactory, Bank may terminate the contract after giving one month's notice.**
19. Bank reserves the right to reject any or all the tenders / quotations without assigning any reason.
20. The contractor shall provide sufficient number of qualified technicians/helper etc. (at least 2 teams, one team having one qualified technicians of knowledge of VRV/VRF/Cassette/ Duct able AC System and one helper in all office hours) however, the other complains which may require to be done on holidays, shall be attended by the contractor with the qualified technicians, if required with all required tool/ tackles / materials etc., so that any complaints received on mobile phone of contractor / their supervisor or technicians by way of call or SMS or WhatsApp is attended (technicians visit to the fault location and diagnose the fault and in exigencies resolved) within 15 minutes of raising complaints over phone round the clock all 365 days including Holidays.
21. The contractor must visit the sites before quoting the bids and get acquainted all the information/locations/distances/ or any other information their own before entering contract. The contractor always updates of contact number, any addition/ deletion of technician deployed/ deputed/ engaged to the Bank. Inform the Bank before well in time.
22. All taxes, as prevalent on date and as per rules, shall be deducted at source from all bills.

23. The Successful Bidder shall pay minimum wages to its workmen as per category of highly skilled, semi-skilled or un-skilled, as per the notification issued from time to time by the appropriate Government under the Code of Wages 2019. In case the Successful Bidder fails to make payment to its workmen, the Bank shall make payment to wages in full or the unpaid balance due, as the case may be, to the workman employed by the Successful Bidder and recover the amount so paid from the Successful Bidder either by deduction from any amount payable to the Successful Bidder under the contract or from the security deposit submitted by the Successful Bidder. P.F., ESIC Bonus etc. as per prevailing Labour Laws will be paid by the Successful Bidder, if applicable to its employees.
24. The liability of the Successful Bidder, if any, under various laws is emphasized, in case Bank suffers in any manner due to non-compliance of any law on the part of the contractor, the contractor shall indemnify the Bank in all respects.
25. That the Successful Bidder shall be responsible for the behavior of the workers engaged / appointment by him. In case any such worker misbehaves with any staff then the Bank can direct the Successful Bidder to remove such worker from the Bank's Complex and Bank shall be within its right to forbid the entry of such workman or any other person there being and on behalf of the Successful Bidder, in the SBI premises.
26. **In case the Successful Bidder or any their employee fails to fulfill their obligations for any day or any number of days to the satisfaction of the bank, for any reason whatsoever, Successful Bidder shall be liable pay liquidated damages up to at the rate of 0.5% of the Contract Value per week, subject to a maximum of 5% of the accepted Contract Value and the Bank shall without prejudice to other right and remedies, be entitled to deduct such damages from the money, if any payable to the Successful Bidder.**
27. The Successful Bidder shall maintain Complaint register, demand register, workman's diaries, logbook for all kind of preventive maintenances, periodical inspection books on CPWD format or as approved provided by the Bank and every work is to be recorded in the respective register. The log books / registers shall be provided by the Successful Bidder at his cost.
28. The Successful Bidder shall carry out preventive maintenance checks as per program given by the Bank's engineer or as per CPWD specifications of respective trade practice and maintenance instruction.
29. Normally information of break down faults, defects etc. noticed by the Successful Bidder shall be recorded by them and action be initiated immediately. It should also be brought to the notice of the Bank.
30. The Successful Bidder shall have required number of caution boards such as 'Man online". Don't switch on" for displaying on the controlling switch gears, while undergoing repair work.
31. The Successful Bidder will follow all safety rules as per tender documents and also required safety precautions while doing work on the equipment's as notified by the local & government authorities.

32. Local security rules shall be observed and followed by the Successful Bidder and his staff.
33. The Successful Bidder shall arrange to render efficient service as outlined in these specifications. In case he fails to maintain the satisfactory service and if the Bank and the department have to incur any expenditure to maintain the installation by itself or from the alternate arrangement, the same will be recovered, from the Successful Bidder.
- 34. The payment will be made on Quarterly basis, on written request and bills submitted by the Successful Bidder after satisfactory services are rendered on completion of each quarter, nothing in advance will be payable to the Successful Bidder. No advance payment of any kind shall be made.**
35. The Successful Bidder shall employ qualified / trained persons for maintenance of Air Conditioners as stated in the tender document and shall be fully responsible to obtain such licenses for taking up the above work as are prescribed by the state/local bodies / government /CPWD both for maintenance and helping staff. They shall also be responsible for any periodic statutory inspections to be carried out on the equipment's, rectification of defects pointed out during such inspections etc. A failure of contractor to comply with all penalties imposed by the state/ local bodies and the inspection and subsequent rectification will be carried out by the Bank at his risk and cost.
- 36. The contract can be terminated by the SBI/Assistant General Manager (P&E), State Bank India, LHO, New Delhi, without assigning any reasons by giving a notice period of 30 days at any time during the period of contract. No claim for any compensation will however be entertained due to such termination prior to the expiry of stipulated period of contract.**
37. In case of any accident during the maintenance of the equipment leading to injuries / damages to human beings / equipment, the Successful Bidder will settle all claims and indemnify the department against any claims arising out of such accident.
38. The Successful Bidder will provide technical advice for proper maintenance of the system and their safety and when it is sought by the Bank.
- 39. The Successful Bidder shall visit the premises and ascertain himself with all the working conditions, conditions of the Air Conditioners, before quoting. No excuses regarding the same will be entertained by the Bank after the tender opening and award of work to the Successful Bidder.**
40. As per terms of the contract, extra manpower will have to be procured/ provided by the Successful Bidder as and when required and nothing extra for about shall be paid by us for the same. No overtime shall be paid.
41. The Successful Bidder shall obtain adequate insurance policy in respect of his workmen to be engaged for the work towards meeting the liability of compensation arising out of death / injury / disablement at work etc.

42. The Successful Bidder shall provide two sets of uniform (Colour will be decided by Bank) including shoes for summer and in winter one set of woolen sweater and one set of blazer to his employees at its own cost as per approved colour and specification of the Bank and ensure their cleanliness and use. Identity cards shall be issued by the Successful Bidder to all its employees, and they will wear it in the Bank.
43. The Successful Bidder / Successful Bidder's engineer shall visit the site/ office in a week and also as and when required. Please note that no residential accommodation shall be provided by the Bank.
44. The Successful Bidder will have to agree for the lowest approved rates for miscellaneous job to be executed at the site.
45. All the taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement which are liable to be payable by the Successful Bidder and paid to the respective Government Departments or authorities as may be required under law and the Successful Bidder shall have no claim against the Bank in respect of any or all such payments.
46. The Successful Bidder should possess, for the entire duration the licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under the Occupational Safety, Health and Working Conditions Code 2020. The Successful Bidder shall comply with all rules and regulations in force under the said Act and rules. The Successful Bidder shall comply with all applicable laws, rules and regulations relating to Provident Fund, Payment of Bonus, Minimum wages or any Statutory / Regulatory requirements. Any dispute regarding such dues shall and be settled by the Successful Bidder.
47. The Successful Bidder may be asked by the SBI to recheck or prepare the new list of the air conditioners installed and allotted for the CAMC.
48. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles / equipment's or any part thereof by the Bank to the Contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.
49. The Successful Bidder shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank at its discretion but without prejudice to its other rights and remedies terminate this contract
50. The Successful Bidder shall be responsible for any loss due to theft / pilferage and/or damage to the Bank's property, when such image is, in the opinion of the Bank caused due to negligence, carelessness or any fault on the part of the Contractor or his Workmen / employees engaged for the services. The contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.

51. Local Laws, Acts, Regulations. The Successful Bidder shall strictly adhere to all prevailing labour laws and other safety regulations. The Successful Bidder shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project but not limited to the following:
- Code of Wages, 2019.
 - Code on Social Security, 2020.
 - Occupational Safety, Health and Working Conditions Code, 2020.
 - Industrial Relation Code, 2020.
 - Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
 - Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
 - Shop and Establishment Act
 - Any other Act or enactment relating thereto, and rules framed there under from time to time.
52. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank will not prejudice its rights under the contract.
53. The Successful Bidder shall bind himself/ executor or administrator or successors and shall indemnify and hold harmless the Bank in respect of this contract, including all claims, damages, proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its Directors, Officers or employees for reasons thereof or consequent upon any breach or default on the part of the Successful Bidder in respect of violation of any of the provisions of Laws/Acts/Rules or Regulations having the force of law or any or any award or decision by any Competent Tribunal, Court or Authority in respect of the workmen or any one employed/ engaged by the Successful Bidder in connection with this contract.
54. Employer and employee relationship: The Successful Bidder or the personnel engaged by the Successful Bidder and deployed by him at the Bank premises will be in no way be deemed as working under employment of the Bank and there shall not exist any employer-employee relationship between the Bank and the Successful Bidder, or his personnel deployed by him. The Successful Bidder agrees to indemnify the Bank against any imposition of penalty, damages, or other award of compensation by any court or authority as a consequence of any of the persons engaged by the Successful Bidder Claiming to be employee of the Bank or any other liability or obligation imposed on the Bank on account of any such persons.
55. PENALTIES: In the event of violation of any terms and conditions by the Successful Bidder of this tender document, the Bank will be within its rights to recover suitable amount as penalty from the Successful Bidder's bill or from the security deposit. The quantum of penalty may be decided by the Bank and shall be binding on the Successful Bidder. The penalty as may be determined by the Bank shall be liable to be adjusted from the security deposit in which case the Successful Bidder will be required to replenish such deposit after adjusting the value of deposit. Such penalty may also be recovered from the payments to be made by the Bank to the Successful Bidder on the basis of bill raised by the Successful Bidder under this tender.

56. **Dispute Resolution:** In case of any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of the AGM (Premises) (office address) shall be final and binding on the Successful Bidder. However, if such dispute could not be resolved then the courts situated in Delhi shall have jurisdiction to decide such disputes.
57. **Indemnification:** The Successful Bidder has to indemnify the Bank in respect of any willful neglect or violation of contractual obligations.
58. **Bank's Right to reject Bid and cancel the tender process:** The Bank reserves the right to reject any or all the applications or to cancel the tender process on its discretion without assigning any reason thereof and no corresponding would be entertained in this regard.

Agreed and accepted all the above Terms and Conditions

Signature of Contractor

Date:

Seal

GENERAL TERMS AND CONDITIONS

1. The SBI reserves the right to terminate the said contract at any time on the ground of unsatisfactory services rendered by the Successful Bidder or without assigning any reasons. SBI will be the sole judge in this regard. On termination of the contract, the Successful Bidder shall discontinue the maintenance activities and handover peaceful possession of the Bank's Air conditioners as stated in the tender and related accessories therein in good condition.
2. The Successful Bidder shall not be allowed to carry away any material/item out of the campus without the permission of the Bank's authorized representative.
3. The Successful Bidder shall have no tenancy rights on the space provided. The space provided shall have to be vacated immediately on expiry/termination of the contract. Successful Bidder should hand over the vacant space and peaceful possession of the space provided.
4. The Successful Bidder shall cooperate with the other Contractors working in the Bank's campus.
5. The Successful Bidder will have to maintain registers / records as mentioned below as required under the provisions of various Acts and complete the formalities prescribed there under. The Bank shall not be responsible in any way for any breach of these rules and regulations by the Successful Bidder. The contract is liable to be terminated if breach of rules and regulation is found after the award of contract.
6. The following registers are required under provisions of various Acts and to be maintained up to date in the prescribed format, kept available in the premises for inspection of any statutory authority, on demand for example, Register of Persons Employed, Muster Roll, Register of Wages, Register of Deduction, and Register of OT, Register of Fines, and Register of Advances etc.
7. The workmen engaged by the Successful Bidder shall not have any right/claim over the various facilities enjoyed by the Bank's staff members.
8. All the workmen employed by the Successful Bidder should be well mannered and should be in proper uniform.
9. The workmen employed by the Contractor attending work of the Bank under the contract must have highest standard of honesty.
10. A complete list of the workmen engaged by the Successful Bidder together with the detailed bio data and latest photograph should be submitted to the Bank by the Successful Bidder, any changes should be informed to the Bank immediately.
11. The Successful Bidder shall issue proper identity cards with latest photograph to his workmen.
12. The Bank reserves the right to reject any particular workman placed/employed, under the contract in the Bank's premises.

13. In case of lapse on part of the workmen of the Successful Bidder, the Successful Bidder should take corrective disciplinary action against such workmen. In case the Successful Bidder fails to take any action against the defaulter, the Bank reserves its right to take any suitable/legal action against the Successful Bidder.
14. While making payment of the service charges, the Bank will make the following deductions:
- a) The income tax deduction at source as per the Government regulations.
 - b) The amount equivalent to any damage/loss etc. done by the workmen employed by the Successful Bidder to carry on the job at SBI.
 - c) Any other charges, fines, penalties and such other deductions.
 - d) Any other claims made by the employees of the Successful Bidder against the SBI
- 15. The Bidders are advised to inspect and examine the site and make all investigations the extent of work, scope and conditions under which the works are to be executed. No claim for any extra payment of any kind on account of lack of information about the site conditions shall be entertained after acceptance of the tender.**
16. The Successful Bidder shall obtain adequate insurance policy as per the Govt of India/ State Government guidelines applicable in this regard in respect of the workman to be engaged for the work, towards the meting the liability of compensation arising out of death/injury/disablement at work etc.
17. The rates quoted by the Bidders in the tender shall be deemed to have taken into account all the conditions mentioned above. The Bidders shall visit the premises before quoting.
18. The Bank is at liberty to impose suitable penalty and deduct the same either from the bills submitted by the Successful Bidder or at its discretion from the Security deposit for any damage caused to bank's property by the Successful Bidder or for unsatisfactory work.
19. The Successful Bidder shall while maintaining or repairing the air conditioning system ,electrical items, equipment's and other development works at the aforesaid complex only for the aforesaid maintenance and repair purposes, use the aforesaid and not to any other purpose and any violation or breach of this condition shall make the Successful Bidder liable for all the losses and of damages suffered or may be suffered by the Bank in addition to pecuniary liability for all the consequences, besides forfeiture of the security deposit.
20. Permits and licences required for the execution of the work shall be obtained by the Successful Bidder at his own expenses. The Successful Bidder shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contractor. If the Successful Bidder performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.
21. The Successful Bidder shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the SBI. The Successful Bidder shall also report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

22. The GST is payable as per the prevailing rates and it will be revised as per Government of India orders from time to time in this regard.
- 23. Though the tonnage ratings, makes and the Quantity of the Air Conditioners are specified, the possibility of deviation in the rating, makes and the quantity cannot be discarded, hence BidderS are advised to assess the ratings, makes, quantity and conditions of the air conditioners before quoting. The Successful Bidder may be asked by the SBI to recheck or prepare the new list of the air conditioners installed and allotted for the CAMC, The above quantity is estimated only SBI reserves the right to increase or decrease the number of air conditioners for CAMC, the decision of SBI will be final & binding on the Successful Bidder. The payment will be made as per actual.**
24. The Successful Bidder shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of intimation of acceptance of his tender by the Bank, at his own cost. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and Successful Bidder whether such formal agreement is subsequently entered into or not.
25. In the event of any dispute, difference, claim or controversy arising out of or in connection with this contract, including interpretation, implementation, performance or termination thereof, which cannot be amicably resolved through mutual consultation within (30) days of written notice by either Party, the same shall be governed by and conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 (the "Act") amended from time to time. The Parties agree with respect to such arbitration that:
- a. The arbitration proceeding shall be conducted in English and the place of arbitration shall be Delhi.
 - b. If the Parties fail to appoint a single arbitrator acceptable to both the parties, there shall be three arbitrators. One arbitrator shall be appointed by each party and the third shall be appointed by the other two arbitrators and shall serve as the presiding arbitrator of the arbitral tribunal. The fees of the third arbitrator shall be shared equally between the parties.
 - c. Subject to the provisions of the Act, the arbitration award shall be binding on the Parties and enforceable in accordance with its terms. The arbitrators shall bound thereby and to act accordingly.
 - d. The Arbitration proceedings shall be conducted in English Language and the seat and venue of the Arbitration shall be at New Delhi.

26. CONDITIONAL TENDER OR INCOMPLETE TENDER SHALL BE SUMMARILY REJECTED.

Date:

Signature of Contractor
& Seal

ANNEXURE- A

SAFETY CODE:

The Safety Code has to be observed by the Contractor as under: -

1. All Safety guidelines as prescribed by local/state/ Central governments & CPWD as for internal & External Electrical works related to operation and maintenance of 11 KV Substation, related equipment's and panels in sites as stated above to be followed.
2. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
3. First Aid Box should be kept at site with all requisite materials.
4. No one should be allowed to inspect / work at a height without Safety Belt.
5. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder, and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
6. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
7. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
8. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.
9. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder up to and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.
10. Adequate precautions shall be taken to prevent danger from electrical equipment's. For electrical online works gloves, rubber mats, and rubber shoes shall be used.
11. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by

timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

12. Before any demolition work is commenced and also during the process of the work: -

- a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected.
- b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.
- d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- f) Those engaged in whitewashing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
- g) Those engaged in welding works shall be provided with Welder's protective eye-shields.
- h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- i) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

13. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions: -

- a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.
- d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
- e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working

load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

f) Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.

g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices, mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

Signature with seal and date of the Tenderer

ANNEXURE-B

Price Bid

Comprehensive Annual Maintenance Contract of Split/Window/Cassette/Tower Air Conditioners Installed in whole SBI LHO Complex situated at 11, Sansad Marg, New Delhi-110001.					
S.No.	Description	Unit	Qty.	Unit Rate (in Rs.) per year	Amount (in Rs.) per year
	The CAMC charges quoted should include the cost of all labor, consumables, repair/replacement of compressor, PCB, Coils, capacitors, Y joints Gas Charging, other faults as identified and other spare parts required for maintaining the various types of Air conditioners as stated in the tender document in perfect working condition, excluding only the Plastic parts not stated above. The rates quoted also includes all other taxes, duties, loading, unloading, transportation, lifting, shifting, other expenses etc. from and to the site. Only GST (As Applicable) shall be paid extra.				
1	CAMC of 1.5 TR Window Type AC unit of all categories eg. Both Inverter & non inverter etc. and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications.	Nos.	74.00		
3	CAMC of 1.5 TR wall mounted Split Type AC unit of all categories Both Inverter & non inverter etc. and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications.	Nos.	106.00		
4	CAMC of 1 TR wall mounted Split Type AC unit of all categories Both Inverter & non inverter. and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications.	Nos.	3.00		
5	CAMC of 1.5 TR Recess mounted or suspended Type cassette AC unit of all categories Both Inverter & non inverter etc. and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications.	Nos.	6.00		

6	CAMC of 2 TR Recess mounted or suspended Type cassette AC unit of all categories Both Inverter & non inverter etc. and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications.	Nos.	32.00		
7	CAMC of 3.0 TR Recess mounted or suspended Type cassette AC unit of all categories Both Inverter & non inverter etc. and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications.	Nos.	41.00		
8	CAMC of 3.0 TR Recess mounted or suspended Type Tower AC unit of all categories Both Inverter & non inverter etc. and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications. LHO 12th Floor & Ground Floor VIP Area	Nos.	3.00		
9	CAMC of entire VRV system (20HP + 20HP, outdoor unit and 5 Nos HSP Ductable 8.0 Tr) and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications.(The CAMC will be applicable after expiry of warranty period, will be advise by the bank) LHO D Block 2nd & 3rd Floor	Nos.	2.00		
10	CAMC of entire VRV system (10HP, 4 No,s outdoor unit, 8 Nos of 4TR/3TR/2TR/1.5TR cassette and 7 Nos 1Tr split AC) and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications.(The CAMC will be applicable after expiry of warranty period, will be advise by the bank) A block 4TH Floor Left wing	Nos.	1.00		
11	CAMC of entire VRV system (10HP, 4 No,s outdoor unit, 8HP, 1 No,s outdoor unit, 8 Nos of 4TR/3TR/2TR/1.5TR cassette and 7 Nos 1Tr split AC) and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications.(The CAMC will be applicable after expiry of warranty period, will be advise by the bank) A block 4TH Floor Right wing	Nos.	1.00		

12	CAMC of entire VRV system (10HP, 3 No,s outdoor unit, 8HP, 2 No,s outdoor unit 12 Nos of 2TR cassette, 8 Nos of 1.2TR cassette, 1 Nos of 1.5 TR cassetteand 1 Nos 1Tr split AC) and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications.(The CAMC will be applicable after expiery of warranty period, will be advise by the bank) A block 3rd Floor Right wing	Nos.	1.00		
13	CAMC of entire VRV system (6HP, outdoor unit and 1 Nos HSP Ductable 4.8 Tr) and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications.(The CAMC will be applicable after expiery of warranty period, will be advise by the bank). LHO D Block 12th Floor Dining Hall	Nos.	1.00		
14	CAMC of entire VRV system (12HP, 1 No,s outdoor unit, 4 Nos of 3TR/2TR/1.5TR cassette) and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications. GBU Area.	Nos.	1.00		
15	CAMC of entire VRV system (4HP, 1 No,s outdoor unit, 2 Nos of 3TR/2TR/1.5TR cassette and 1 Nos 1.5 Tr split unit) and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications. Dispensary Area	Nos.	1.00		
16	CAMC of entire VRV system (12 HP, 1 No,s outdoor unit, 3 Nos of 3TR/2TR/1.5TR cassette) and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications. Canteen Area	Nos.	1.00		
17	CAMC of entire VRV system (4HP, outdoor unit and 1 Nos HSP Ductable 3.2 Tr) and all variants of different available makes with specifications and conditions as per tender document and also as per the manufacturer specifications. A Block 2nd Floor	Nos.	1.00		

18	Total In Rs.				
19	GST@18%				
20	Total including GST to be filled in GEM				
Note: -1. i). The bidder shall quote only unit rate in column 'E'. The unit rates is inclusive of all other tax, duties, loading, unloading, transportation, other expenses etc. to site. only GST will be paid Extra ii). Calculation method:-$(\text{Cost per AC System per Annum} \times \text{Quantity} \times \text{Contract Period} / 365)$ Note: -2 i). Zero or negative input values is not permitted. Any input value containing blank, zero or negative values shall be treated as invalid and liable to be rejected.					

Note: The above quantity is estimated only SBI reserves the right to increase or decrease the number of air conditioners for CAMC, the decision of SBI will be final & Binding on the contractor same. Payment will be made as per actual.

ANNEXURE-C:

SAMPLE AGREEMENT WITH SERVICE PROVIDER' ARTICLES OF AGREEMENT

This agreement made theday of between The State Bank of India, a body corporate constitute under the State Bank of India Act, 1955, having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai and one of its Local Head Office, New Delhi at 11, Parliament Street, New Delhi-110001 acting through Sh. -----(name, designation and department) -----(hereinafter called the Bank or SBI) which expression shall include the successors and assigns) of the one part and M/s. company / partnership for registered under the Indian Companies Act/ Partnership Act having its registered office..... (hereinafter called 'the Contractors' which expression shall include the present directors / partners and also the directors / partners from time to time as also their respective heirs, legal representatives, administrators and assigns) of the other part. WHEREAS the Bank has floated a tender bearing tender no.----- dated----- for **Comprehensive Annual Maintenance Contract of Split/ Window/ Cassette/ Tower/ VRV/ VRF Air Conditioners Installed in SBI LHO and offices under control of LHO situated at SBI LHO Complex 11, Sansad Marg, New Delhi-110001**, and the Contractor having participated in the tendering process has been selected as Successful Bidder. And whereas the Contractors has agreed to provide the services and the Bank has agreed to avail the services relating to the **Comprehensive Annual Maintenance Contract of Split/ Window/ Cassette/ Tower/ VRV/ VRF Air Conditioners Installed in SBI LHO and offices under control of LHO situated at SBI LHO Complex 11, Sansad Marg, New Delhi-110001** subject to the terms and conditions as set out in this Agreement

1. Commencement and Terms:

The Agreement shall be initially be valid for a period one-year with effect from----- The Agreement may be renewed for a further period of two-year, one year at a time, subject to satisfactory performance of the Contractor (at the discretion of the Bank only). The renewals will take place by giving notice in writing by the Contractor of its intentions to renew this agreement at least 3 months in advance to the Bank. However, the total period of the Agreement (initial period + renewal period) shall not exceed three years in total. In case the service of the contractor is not found satisfactory, Bank may terminate the contract after giving one month's notice.

1 Security Deposit

The Contractor shall deposit an amount equivalent to 5% of the total contract value as a Security Deposit with the Bank for a period of one year or for a period of agreement in the form of a Bank Guarantee of equivalent amount issued by any Nationalized / Scheduled Bank as per the Bank's approved format, issued in favour of the Bank or FDR receipt favoring the Bank issued by any branch of State Bank of India for a period of Agreement. In case the contract is not renewed after the completion of the term of the Agreement, the Security deposit will be refunded on expiry/termination of the contract after adjusting the dues payable by the Contractor to the Bank. The security deposit will be interest free. The Security Deposit will be returned to the Contractor after three months from the date

of expiry of the contract provided that there are no defects or loss or damage caused to the Bank and/or materials/articles/equipment's provided to him are duly accounted for and returned to the Bank in good working order and condition by the Contractor to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled. The SBI is empowered to recover from the security deposit for any sum due and for any other sum that may be fixed by the SBI as being the amount or loss or losses or damages suffered by it due to delay in performance and / or non-performance and / or partial performance of any of the conditions of the contract and / or non-performance of guaranteed obligations and or any default in AMC.

3. LIQUIDATED DAMAGE:

The Bank shall be at liberty to impose liquidated damages at the rate of 0.5% of the Contract Value per week, subject to a maximum of 5% of the accepted Contract Value, for any breach of the terms and conditions of this Agreement by the Contractor or its employees.

3.1 Care of Property:

a) The Contractor shall exercise due care while carrying out the work so that no material and Bank's property is damaged. Any damage done to the same will have to be repaired/replaced by the Contractor, failing which the same shall be got done at his risk and cost. The decision of the Bank in this regard shall be final and binding on the Contractor.

b) The work shall be carried out with due regard to the convenience of the customers & staff of the Bank.

4. Conduct of Work:

The Contractor shall deploy only medically fit workers, free from all infectious diseases and time to time he should get them medically checked. The Contractor shall be entirely responsible for any mis-happening, accident involving its personal during the course of employment, and no claim whatsoever shall lie against the Bank.

- a) The Contractor shall ensure that all its employees / personal are adequately insured and that necessary police verification has been completed. The Bank shall have no liability whatsoever in respect of any compensation, monetary benefits, or claims arising out of employment of the Contractor's personnel.
- b) The Contractor shall make arrangements to identify each of his workmen at the security point while entering the premises before resuming work and while departure after completing each day's work. However, they are liable to be checked at any time during their work and anywhere within the premises by the Security. The Security personnel are authorized to check the belongings of the workmen while entering and leaving the office premises for security reasons. The Contractor shall issue Uniform/dress & identity

card to their workmen & Supervisor and ensure that they observe cleanliness and wear neat and clean uniforms with plastic badges, identity cards with photographs.

- c) Immediately on awarding the contract, the Contractor shall furnish a list of workmen engaged by the Contractor containing their names and addresses to the Bank. The Contractor shall obtain prior permission of the Bank for including a new workman. All the details in respect of such workmen inducted shall be submitted to the Bank for approval. Only such approved new persons will be permitted to enter into the premises. The Contractor shall deploy the crew of workmen as and when required for carrying out the activities purely on temporary basis.
- d) The Contractor shall be responsible for the good conduct and performance on the part of his personnel and the Contractor shall and be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at a future date. He will, at the request of the authorized officer of the Bank/establishment remove from the work any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and/or is not courteous, polite with the employees of the Bank or its customers or third parties.

5. PERMITS, LAWS AND REGULATIONS:

5.1. The Contractor shall strictly comply with all Labour and such other statutory Laws in relation to the services to be provided and the personnel engaged by the Contractor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privities of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Contractor. The Bank shall neither be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Contractor and it shall be the sole responsibility and liability of the Contractor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

5.2. The Contractor shall be responsible for the training, allotment of duties, hours of work and timings within time advised by the Bank to the engaged personnel for the purpose. The Contractor shall alone have the right to exercise control, give directions and manage the personnel engaged for the purposes.

5.3 The Contractor shall pay minimum wages to its workmen as per the category of highly skilled, semi-skilled or un-skilled, as per the notification issued from time to time by the appropriate Government under the Code of Wages 2019. In case the Contractor fails to make payment to its workmen, the Bank shall make payment of the wages in full or the unpaid balance due, as the case may be, to the workmen employed by the Contractor and recover the amount so paid from the Contractor either by deduction from any amount payable to the Contractor under the contract or from the security deposit submitted by

the Contractor. P.F., ESIC Bonus etc. as per prevailing Labour Laws will be paid by the Contractor, if applicable to its employees.

5.4 The Contractor should possess, for the entire duration the licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under the Occupational Safety, Health and Working Conditions Code, 2020. The Contractor shall comply with all rules and regulations in force under the said Act and rules. The Contractor shall comply with all applicable laws, rules and regulations relating to Provident Fund, Payment of Bonus, Minimum wages or any Statutory / Regulatory requirements. Any dispute regarding such dues shall and be settled by the Contractor.

5.5 The Contractor shall provide weekly off/holidays to his workmen as per labour laws, but it will be his responsibility to ensure uninterrupted services on all days.

5.6 The Contractor shall strictly adhere to all prevailing labour laws and other safety regulations. The Contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project but not limited to the following:

- Code of Wages, 2019.
- Code on Social Security, 2020.
- Occupational Safety, Health and Working Conditions Code, 2020.
- Industrial Relations Code, 2020.
- Apprentice Act 1961 (Amended).
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Shop and Establishment Act.
- Any other Act or enactment relating thereto, and rules framed there under from time to time.

5.7 **Employer and employee relationship:** The Contractor or the personnel engaged by the Contractor and deployed by him at the Bank premises will be in no way be deemed as working under employment of the Bank and there shall not exist any employer-employee relationship between the Bank and the Contractor, or his personnel deployed by him. The Contractor agrees to indemnify the bank against any imposition of penalty, damages, or other award of compensation by any court or authority as a consequence of any of the persons engaged by the Contractor claiming to be employee of the Bank or any other liability or obligation imposed on the Bank on account of any such persons.

6. Taxes

6.1 The Contractor shall alone bear all taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State/Central Government(s) or any local body or authority for and in connection with the rendering services except Goods and Service tax as applicable.

6.2 All the taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement which are liable to be payable by the Contractor under the law but not so paid, shall be set-off against the bills raised by the Contractor and paid to the respective government departments or authorities as may be required under law and the Contractor shall have no claim against the Bank in respect of any or all such payments.

7 Insurances:

7.1 The Contractor shall purchase and pay for policy under the Public Liability Insurance Act, 1991 and keep all materials insured which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used by the Contractor during the course of the CAMC services under these presents.

7.2 The Contractor shall obtain adequate Insurance Policy in respect of his workmen engaged for the service, towards meeting the Liability of Compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.

8. DAMAGE TO PERSONS & PROPERTY:

8.1 The Contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel engaged by him and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. The Contractor shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines, or penalties and compensations etc. if any, as aforesaid.

8.2 The Contractor shall be responsible for any loss due to theft/pilferage and/or damage to the Bank's property, when such damage is, in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the Contractor or his workmen/employees engaged for the services. The Contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.

9.0 ASSIGNMENT AND SUBLETTING:

The Contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

10 Performance and specification of works

10.1 Service Provider, as per need and requirement of the Department, may ensure appropriate deployment of the manpower.

10.2. Service Provider shall maintain the log sheet which will include number of Services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details.

10.3. Periodic/ Routine Maintenance shall be as per industry standard/ Maintenance manual of the Air Conditioners. The parts/components/sub-assemblies used for repair/replacement by the Service Provider will be of the of same make and functional capability as originally available in the system.

10.4. The said conditions and appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by / submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

10.5. The Service Provider shall undertake to arrange genuine spares parts of the Air Conditioners as and when required.

10.6. The Service Provider has to ensure availability of the spare parts in their stock. In case some of the major spares are not available with Service Provider, the same shall be arranged within seven days.

10.7. The plans, agreement and documents mentioned herein shall form the basis of this contract.

10.8. This contract is neither a fixed Lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire project on item rate basis to be paid for according to actual measured quantities at the rates contained in the schedule of quantities and rates or as provided in the said conditions.

10.9. The Bank / Employer reserves to itself the rights of altering the specifications and nature of work by adding to or omitting any item of work or having portions of the same carried out without prejudice to the contract.

10.10. Time shall be considered as the essence of this contract and the contractor here by agrees to commence the work soon after the site is handed over to him or from the ----- day after date of issue of formal work order as provided for in the said conditions of contractor whichever is later and to complete the entire work within ____ (period of contract) months subject never the less to the provisions for extension of time.

10.11. Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulations laid down in the tender.

10.12. That all the parts of this contract have been read by the contractor and fully understood by the contractor. They further agree to complete the said work to fullest satisfaction of architect / Employer.

11. Additional Representation and Warranties by Service Provider:

11.1 The Contractor shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

11.2 The Contractor has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

11.3 The Contractor shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Contractor.

11.4 The Contractor warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by the Contractor to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

11.5 The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

12. CONFIDENTIALITY

12.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

12.2 The Contractor shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

12.3 The Contractor shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

12.4 The Contractor shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement. Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Contractor's performance under the Agreement.

12.5 The Contractor agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, losses, damages, costs, charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Contractor or its employees, agents, representatives, Sub-Contractors. The

Contractor further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on the Contractor.

13. PAYMENT TERM

The AMC contract is based on Unit rate per AC per Annum (in Rs.)

The payment will be made to AMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

Payment Calculation would be as below: Formula = Cost per AC (AIR CONDITIONER) Per Annum*Quantity*Contract Period/36

2 INDEMNITY

The Contractor shall bind himself/ executor or administrator or successors, legal representatives, nominees and shall indemnify and hold harmless the Bank in respect of this contract, including all claims, damages, proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its Directors, Officers or employees for reasons thereof or consequent upon any breach or default on the part of the Contractor in respect of violation of any of the provisions of Laws/Acts/Rules or Regulations having the force of law or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the services or use of software or any other product under this Agreement, or any award or decision by any Competent Tribunal, Court or Authority in respect of the workmen or any one employed/ engaged by the Contractor in connection with this contract.

15. PENALTIES:

In the event of violation of any terms and conditions by the Contractor of this Agreement, the Bank will be within its rights to recover suitable amount as penalty from the Contractor's bill or from the security deposit. The quantum of penalty may be decided by the Bank and shall be binding on the Contractor. The penalty as may be determined by the Bank shall be liable to be adjusted from the security deposit in which case the Contractor will be required to replenish such deposit after adjusting the value of deposit. Such a penalty may also be recovered from the payments to be made by the Bank to the Contractor on the basis of bill raised by the Contractor under this agreement.

16 RIGHT TO TERMINATE THE CONTRACT:

16.1 The Bank reserves its right to terminate the agreement for any reason at its absolute discretion including but not limited to the following:

(a) The Bank may, without prejudice to any remedy for breach of contract, may terminate the contract/ agreement by one month's notice in the event of unsatisfactory performance or on breach of any

stipulated conditions or qualitative dimensions of the various services specified/ agreed upon by the Contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such service. The Contractor may, after giving three months' notice to the Bank to terminate the contract, if he so desires at any time during the course of the currency of this agreement.

(b) Other Grounds for Termination.

The Bank is entitled to terminate this contract/ agreement for any reason at its absolute discretion forthwith without notice without assigning any reason and without payment of any compensation, in the following cases: -

- The Contractor is adjudicated insolvent by a Competent Court or files for insolvency or if the Contractor being a company is ordered to be wound up by a Court of competent Jurisdiction.
- If any charge sheet is filed by a competent authority of the Government against the Contractor/ Company, or on grounds of moral turpitude.
- For any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement.
- In the event Bank terminates the Contract, the Bank shall be entitled to procure services from other contractor as it deems appropriate, and the Contractor shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate agency/ contractor.

(d) In the event of termination of the contract for any reason whatsoever the Contractor/ or persons employed by him or his agents shall not be entitled for any sum whatsoever from the Bank by way of compensation, damages or otherwise.

16.2 If during the currency of the Contract, any Statute, rules/Govt. notification prohibits employment of Contract Labour for the services envisaged under this Agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the Contractor or his workmen/employees.

16.3 Notwithstanding anything elsewhere in this agreement, the Bank reserves the right to terminate the contract at any point in time, at its sole discretion, without assigning any reasons to the Contractor. In such an event, the Bank's liability shall be limited to payment for services satisfactorily rendered up to the date of termination, and no further compensation or damages shall be payable to anyone.

17. Minimum wages:

The Minimum wages shall be paid by the Contractor to the employees/personnel as engaged by him for the performance of work as envisaged under this Agreement. The Contractor shall revise the Minimum Wages as and when the same are revised by the Central Government.

18. SETTLEMENT OF DISPUTES AND ARBITRATION:

18.1 All questions relating to the performance of the obligations under this agreement and to the quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be resolved mutually in an amicable manner. However, if such a dispute is not resolved amicably then the matter may be referred to the Assistant General

Manager, Premises and Estates Department, LHO New Delhi, in the Bank, whose decision shall be final, conclusive and binding on the Contractor.

18.2 In the event any dispute, difference, claim or controversy which could not be resolved as above, then the parties may refer such matter to arbitration and such arbitration shall be governed by and conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 (the "Act") amended from time to time.

The Parties agree with respect to such arbitration that:

- a. If the Parties fail to appoint a single arbitrator acceptable to both the parties, there shall be three (3) arbitrators. One (1) arbitrator shall be appointed by each Party and the third shall be appointed by the other two (2) arbitrators and shall serve as the presiding arbitrator of the arbitral tribunal. The fees of arbitration proceedings shall be shared equally between the parties.
- b. Subject to the provisions of the Act, the arbitration award shall be binding on the Parties and enforceable in accordance with its terms. The arbitrators shall bound thereby and to act accordingly.
- c. The Arbitration proceedings shall be conducted in English Language and the seat and venue of the Arbitration shall be at New Delhi.

19. Governing Law & Jurisdiction

This Agreement shall be governed by the laws of India and subject to the arbitration clause as above, the courts located at New Delhi shall have exclusive jurisdiction in the event of any dispute.

20. NOTICES:

All notices to be given under this Agreement shall be made in writing and shall be delivered, either a) by speed post with registration, b) by courier service, to their respective following addresses, unless otherwise designated or changed by written notice by the parties hereto.

The addresses referred to hereinabove are:

To the Bank, SBI	To the Contractor
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21. Severability:

If any of the provisions of this agreement agreed by the Parties is found to be illegal, void or unenforceable under any applicable law, the other provisions shall continue in force, so that such illegal, void or unenforceable provisions shall be deemed to have been deleted from this Agreement Parties are at liberty to replace the provisions by similar provisions, which is enforceable in law and for achieving the same purpose.

22. Force Majeure:

Neither party shall be liable for any failure or delay in performance of its obligation under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, natural calamities, war, strikes, riots, pandemic or government restrictions. The affected party shall promptly notify the other party of such event, and the obligations shall be suspended for the duration of the Force Majeure event.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE-MENTIONED DATE

Signed on behalf of the Signed-on behalf of the

STATE BANK OF INDIA

CONTRACTORS

1. Signature:
2. Name:
3. Address:

1. Signature:
2. Name:
3. Address:

In the presence of:

In the presence of:

1. Signature:
2. Name:
3. Address:

1. Signature:
2. Name:
3. Address:

