



SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.

(A Wholly Owned Subsidiary of SBI)

SBI GITC Circle office
First Floor, State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur,
Navi Mumbai 400614

(Technical & Price Bid)

**ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE ALARM SYSTEM
INSTALLED AT GITC BUILDING, CBD BELAPUR, NAVI MUMBAI**

NAME OF CONTRACTOR WITH ADDRESS:

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.....
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DATE OF ISSUE OF TENDER **15.12.2020**

TENDER ID : **GIT202012114**

LAST DATE AND TIME FOR SUBMISSION: **23.12.2020 up to 3.00 p.m.**
OF BID IN HARD COPY WITH EMD.

EARNEST MONEY DEPOSIT : Rs 2,400/- (Rupees Two Thousand. Four Hundred
Only)

D.D./ BANKER'S CHEQUE NO. :

NAME OF THE ISSUING BANK:

TENDERER GST NUMBER :

NOTICE INVITING TENDERS

SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
(A Wholly Owned subsidiary of SBI) SBIIMS,

**ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE ALARM SYSTEM
INSTALLED AT GITC BUILDING, CBD BELAPUR, NAVI MUMBAI**

TECHNICAL & PRICE BID (PART-A)
(TO BE SUBMITTED ONLINE)

SBIIMS of behalf of SBI invites “online E-tender” for captioned work from the SBIIMS/SBI Empaneled contractors.

The details of tender are as under:

S.NO	DESCRIPTION	
1.	Name of work	ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE ALARM SYSTEM INSTALLED AT GITC BUILDING, CBD BELAPUR, NAVI MUMBAI
2.	Nature of Work	Fire Fighting Works
3.	Period of AMC	01.12.2020 to 31.11.2023 (three years)
4.	Cost of Tender Processing Fee (non-refundable)	Rs.1,000/- (One Thousand Only) (To be deposited through SBI collect with tender ID GIT202012114 print for receipt of payment should be enclosed with Technical & Price Bid.)
5.	Earnest Money Deposit	Rs 2,400/- (Rupees Two Thousand. Four Hundred Only) by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.
6.	Initial Security Deposit	Equivalent to 1/4 th of yearly quoted amount.
7.	Date of availability of Tender Document on service provider's Website	From 15.12.2020 to 23.12.2020 available at Banks web site and service provider https://etender.sbi/SBI/
8.	Name and address of Service Provider	M/s. e-Procurement Technologies Ltd., Ahmedabad Service Provider's portal

		https://etender.sbi/SBI/
9.	Last date & Time for submission of online Technical & Price bid and supporting documents.	Through Service provider M/s. e-Procurement Technologies Limited, Ahmedabad on portal https://etender.sbi
11.	Liquidated Damages/ Penalty clause	0.50% of contract amount per day subject to max 5% of contract value for not attending the breakdown emergency calls.
12	Validity of offer	3 years from the date of opening of Price-bid
13	Address for submission of EMD & Cost of Tender Processing fee receipt	The Vice President & Circle Head, SBI Infra Management Solution Pvt Ltd 'C' Wing, First Floor, GITC, CBD Belapur, Navi Mumbai 400 614. Contact Person: - Shri Vinayak Gokhale Contact No.:- 9967935062 Contact Person:- Shri R Suresh Kumar Contact No:- 9444411023
14	Last date & time for submission of Online Technical & Price Bid	23.12.2020 by 03.00 PM at Service Provider's portal https://etender.sbi/SBI/
15	Date & Time of opening of Online Technical & Price Bid	At 3.30 PM on 23.12.2020
16	Validity of offer	3 years from the date of bid closing.
17	Submission of Technical & Price Bid (Hard Copy)	<p>1. Contractors shall download the entire Technical & Price Bid to get acquainted with the terms and conditions and <u>shall upload compulsorily the pages numbered from 01 to 09 of the Technical & Price bid</u> without fail in the e-tendering portal after putting the signature and seal. Failing to upload as stated above, the tender will be rejected.</p> <p>2. However, L1 Tenderer should submit the whole Technical & Price bid spirally bound securely and in serial order containing all pages duly signed with company seal and date to this Office within 7 days of receipt of confirmation. Failure to submit the hardcopy of Technical & Price Bid may render the bidder disqualified.</p>



18.	Submission of Price Bid	Online Submission on or before 23.12.2020 by 15:00 hrs.
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19. Tender documents can be downloaded from link <Procurement News>.available on the bank's website www.sbi.co.in (<https://sbi.co.in/web/sbi-in-the-news/procurement-news>)

20. For any clarifications regarding E-Tendering procedure, System requirements etc. please contact M/s. e-Procurement Technologies Limited, Ahmedabad. The contact details of e-Tender Service Provider are as under:

- Primary Contact Numbers: - M: 9081000427, 9904407997
- Jaymeet Rathod: 079-68136829, jaymeet.rathod@etpl.in
- Vinayak Khambe: 079-68136835, Vinayak.k@etpl.in
- Nadeem Mansuri: 079-68136853, nadeem@etpl.in
- Nandan Valera: 079-68136843, nandan.v@etpl.in
- Hemangi Patel: 079-68136852, hemangi@etpl.in
- Kanchan Kumari: 079-68136820, kanchan.k@etpl.in
- Deepak Narekar: 079-68136863, deepak@etpl.in
- Anshul Juneja: 079-68136840, anshul.juneja@etpl.in
- Salina Motani: 079-68136831, salina.motani@etpl.in
- Devang Patel: 079-68136859. devang@etpl.in
- Alternate Contact No.: Mr. Samjad Khan Pathan: 079-40270506, 9265871720, samjad@procuretiger.com

21. Conditional tenders are liable to be rejected without further correspondence.

22. The contractor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages.

23. The SBIIMS/SBI reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(S) for doing so and no claim correspondence shall be entertained in this regard.

24. Tenders received without EMD and Non-Refundable Tender processing fee shall be summarily rejected and such bidders shall not be allowed to participate in the price bidding process.

25. In case, the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

26. Any further corrigendum pertaining to this tender shall be published only on the abovementioned Bank's website. The SBIIMS may issue any number of Corrigendum one day prior to the date of submission of Technical & Price Bid. Hence, the perspective bidders are advised to visit Bank's website regularly till the date of submission of tenders.

Yours Faithfully,

**Vice president & Circle Head,
SBIIMS, GITC Circle office**

M/s
.....
.....
.....

Date:

Dear Sir,

**ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE ALARM SYSTEM
INSTALLED AT GITC BUILDING, CBD BELAPUR, NAVI MUMBAI**

We invite you to quote your competitive rates for the captioned work as per the BOQ enclosed. The Technical & Price bid duly filled-in, signed and sealed should be should be uploaded online on service provider link (<https://etender.sbi>), as mentioned in NIT within stipulated date and time on or before **23.12.2020 at 3:00 PM**. The Technical & Price bid will be opened online on **23.12.2020 at 3:30 PM** in the above office. The tenders received after due date will not be entertained. The contractors are also advised to submit the earnest money and receipt of tender processing fees in prescribed format only.

2. Please note that the EMD and the tender processing fees should be kept in sealed/closed envelope to be submitted to the competent authority on or before due date. In case it is found that either the contractor has not submitted of EMD or the EMD deposited by them is not in the acceptable form as per the enclosed terms and condition, their financial bid will not be opened online and no claim/correspondence will be entertained in this regard.

3. The contractors empaneled with SBIIMS, Mumbai are only entitled to quote online this tender. Please note that the tenders submitted by any other party who are not enlisted in SBIIMS approved panel of contractors as on date of online submission of tender, shall not be entertained / opened.

Yours faithfully,

**Vice president & Circle Head,
SBIIMS, GITC Circle office.**

TENDER PROCESSING FEES SUBMISSION METHOD THROUGH SBI COLLECT.

The steps involved in making the payment through **SB Collect towards Cost of Tender** are as under :-

1. The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.
2. Select "**SB Collect**" from Top Menu that will lead to the next page:
3. "**Proceed**" will lead to the next page:
4. Select "**All India**" in "State of Corporate / Institution" & Select "**Commercial Services**" in "Type of Corporate / Institution".
5. "**Go**" will lead to the next page:
6. Select "**SBI Infra Management Solutions**" in Commercial Services Name and "**Submit**"
7. Select "**Tender Application Fee**" in "Payment Category" and enter the "**Tender ID**" exactly as we preloaded with characters in Uppercase only in place of Circle Codes.
8. The next Page will be ready with few of the Preloaded Tender Details:
9. The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

NOTE: *Any type of vendor, whether dealing with SBI or other bank can use this SB Collect facility.*

Even a contractor not dealing with any bank can use this portal and generate challan and deposit by cash in any SBI branch. The bank charges for cash deposit will be also borne by the vendor himself.

BUSINESS RULES FOR e-TENDERING

ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE ALARM SYSTEM INSTALLED AT GITC BUILDING, CBD BELAPUR, NAVI MUMBAI

Vide Tender ID: GIT202012114 Dated: 15.12.2020

BUYER NAME	State Bank of India Global IT Centre, CBD Belapur, Navi Mumbai.
E-TENDERING TO BE CONDUCTED BY	SBI Service Provider: M/s e-Procurement Technologies Ltd. (Procure Tiger) A- 201, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Tel.:- PH. NOS. : +91 79-40016837/ 835 / 886 / 887 / 802 / 852 / 865 / 800, Fax: - 91 - 079 – 40016876.
DATES	i) Submission of Online Technical & Price Bid : From 15.12.2020 to 23.12.2020 up to 3:00 PM. On E-Tendering Website: https://etender.sbi/
DOCUMENTS to be submitted to SBIIMS GITC Circle office within scheduled time and date.	i) Supporting documents along with EMD & Receipt of tender processing fees. ii) Confirmation of business rule document of e-tendering process. iii) Confirmation of terms and conditions of e-tendering process. iv) Confirmation of process compliance form.

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI may resort to “**E-TENDERING PROCESS**” which comprises of **Technical & Price Bid**.

1. All interested contractors who are empanelled with the SBIIMS under appropriate category shall eligible to participate in e-tendering process with tender ID: GIT202012114
2. SBIIMS will engage the services of a service provider who will provide all necessary training and assistance before commencement of on-line bidding on Internet.
3. SBIIMS will inform the vendor in writing, the details of service provider to enable them to contact and get trained.

4. Business rules like event date, time, etc. also will be communicated through service provider for compliance.
5. Bidders have to fax the compliance form in the prescribed format (provided by service provider) before start of e-Tendering Process. Without this the vendor will not be eligible to participate in the event.
6. E-Tendering Process will be conducted on schedule date & time.
7. At the end of E-Tendering Process, the lowest bidder value will be known on the network.
8. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to SBIIMS through service provider within 24 hours of completion of E-Tendering without fail.
9. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with SBI as per prevailing procedure.

Terms & Conditions of E-Tendering Process

1. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

2. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, SBIIMS and / or ETL shall take action as appropriate.

3. LOWEST BID OF A BIDDER: In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work

4. E-TENDERING TYPE: a) Online Sealed Technical & Price Bid.

5. E-TENDERING WINNER: At the end of the Price Bid, SBIIMS will evaluate all the bids submitted and will decide upon the winner.

6. GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the e-Tendering site using the Login Ids and passwords given to them.

7. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS to any other party.
- SBIIMS's decision on award of Contract shall be final and binding on all the Bidders.
- SBIIMS along with ETL can decide to extend, reschedule or cancel any E-Tender. Any changes made by SBIIMS and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- ETL is not responsible for any damages, including consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B

All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event

All the Bidders are required to submit the Agreement Form duly signed to M/s e-Procurement Technologies Pvt. Ltd, Ahmedabad and copy of the same to be send to SBIIMS as mentioned in the above NIT before due date.

Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp and send the scanned copy to service provider and hard copy / scanned copy to SBIIMS, GITC Circle)

To

Date:

**E-Procurement Technologies Ltd. (Procure Tiger)
A-201-208, Wall Street-II, Opp. Orient Club,
Nr. Gujarat College, Ahmedabad-380 006,
Gujarat, India. Tel: (079) 40016837 / 835
Fax: (079) 40016876**

Sub: Agreement to the Process related Terms and Conditions for the e-Tender

Dear Sir,

This has reference to the Terms & Conditions for "e-Tendering for "ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE ALARM SYSTEM INSTALLED AT GITC BUILDING, CBD BELAPUR, NAVI MUMBAI"

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the all the terms & conditions specified in the tender, Commercial Terms and the Business rules governing the e-Tendering Process and the RFP as mentioned in your letter and confirm our agreement to them.
3. We also confirm that we have taken the training on the E-Tendering tool and have understood the functionality of the same thoroughly.
4. We confirm that SBIIMS and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-Tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-Tendering event.
5. We understand that in the event we are not able to access the e-Tendering site, we may authorize ETL to bid on our behalf by sending a fax containing our offer price before the e-Tendering close time and no claim can be made by us on either SBIIMS or ETL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
6. I/we do understand that ETL may bid on behalf of other bidders as well in case of above-mentioned exigencies.

7. We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
8. We also confirm that we will fax the price confirmation of our quoted price as per Annexure II and the format as requested by SBIIMS/ ETL.
9. We hereby confirm that we will honour the Bids placed by us during the e-Tendering process.
- 10. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Technical & Price Specifications and understood the same and on the basis of the same I/We will quote our rates in the price bid and subsequent E-Tendering.**

With regards

Signature with company seal

Date:

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and sent this document on birva@procuretiger.com / hemang@procuretiger.com/headgitc.sbiims@sbi.co.in.



ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE ALARM SYSTEM INSTALLED AT GITC BUILDING, CBD BELAPUR, NAVI MUMBAI

TERMS AND CONDITIONS

1. The bidding under this contract is electronic bid submission through website <https://etender.sbi>
2. No Tender will be accepted after scheduled time and date.
3. The contractor should quote inclusive of all taxes/duties/levies (as applicable to a contractor and are subject to deduction at source by the SBIIMS from bills/dues) (excluding GST will be paid extra as per actual) and including wastage, transportation of material to the aforesaid work site, etc.
4. The tender should remain valid for acceptance by the SBIIMS for a minimum period of 90 days from the date its opening, which period may be extended by mutual agreement and tenderer shall not cancel or withdraw the tender during this period.
5. Time is the essence of this contract. The contractor whose tender is accepted shall take up the work on hand immediately within **7 days** from the date of receipt of written work order. The delay in completion of work beyond stipulated period and without any valid reasons shall be subject to liquidated damages @ 0.5% of contract amount per week subject to maximum amount equivalent to 5% of the contract amount.
6. The Bank/SBIIMS does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so.
7. The contractors are requested to acquaint themselves with the site conditions, terms & conditions, schedule of items and Technical & Price specifications of the tender and should seek requisite clarifications, if required, from this office before quoting the rates.
8. **Rs 2,400/- (Rupees Two Thousand. Four Hundred Only)** as the Earnest Money Deposit by way of Bank draft favoring, **SBI Infra Management Solutions Pvt. Ltd., Mumbai** and **Rs.1,000/-** To be deposited through SBI collect with tender ID **GIT202012114** print for receipt of payment should be enclosed with EMD will have to be deposited. The tenders received without Earnest Money Deposit and tender cost are liable for rejection. No interest shall be paid on the said deposit.
9. The contractor has to obtain approval of materials/samples from the Bank prior to its procurement and use in the work.

10. The Bank/SBIIMS under any circumstances will not entertain the request for payment against material at site. However, payment of running bills could be considered depending on the progress of actual work done subject to verification of measurements etc. by the Bank's/SBIIMS Engineer.
11. In case contractor fails to undertake the work at site within 7 days from the date of issue of work order, the Bank/SBIIMS reserve the rights to entrust the work to any other contractor at its discretion and earnest money deposit of defaulter contractor will be forfeited.
12. The contractor should bid reasonable and workable offer. The contractors quoting abnormally low / erratic offer i.e. below 10% or more of estimated cost, such contractor may be asked to submit performance guarantee in the form of Bank Guarantee, before award of work. The minimum amount of said Bank Guarantee shall be equal to the difference in tender amount quoted by the contractor and the estimated cost assessed by the SBIIMS. Alternatively, the contractor may choose to deposit the said amount in the form of STDR/FDR in favour of **AGM (Estate), SBI, GITC, CBD Belapur, Navi Mumbai**. This Bank Guarantee/STDR/FDR will be treated as an additional security deposit (ASD) for due fulfilment of contract and will be retained by the Bank for entire completion period of the project. The contractor shall undertake not to cancel/withdraw the said Bank Guarantee/STDR/FDR during currency of contract. In case contractor fails to undertake the job within stipulated time or leave the same incomplete or carryout substandard work, the Bank/SBIIMS will be at liberty to forfeit the initial security deposit/EMD invoking Draft submitted.
13. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the prior written consent of the Bank/SBIIMS.
14. The contractor shall carryout entire work strictly in accordance with the detailed specifications and instructions of Bank's/SBIIMS Engineer. If in the opinion of the Bank, changes have to be made in the layout, the contractor shall carryout the same without any extra cost to the Bank/SBIIMS.
15. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract of work and acquaint himself with all local conditions, means of access to the work, nature of work and all matters appertaining thereto.
16. The quantities mentioned in the schedule of items are approximate and no further claims will be entertained for any change in the quantities.
17. The rates quoted by the contractor shall be firm & fix and no variation will be allowed in individual rates on any account. The offer quoted should be inclusive of all taxes, duties, levies imposed by the Central or State Govt. or local administration and as applicable or become applicable during the completion period.

18. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the Estimate. The rates for such items shall be decided by the bank/SBIIMS within its sole discretion on the basis of rate analysis prepared by the contractor by taking into account prevailing market rates of material and labour involved and 15% contractor's profit.
19. The contractor shall study the schedule of items, Technical & Price specifications, drawings, design, etc. for its sufficiency considering all the regulations of local authorities and Supply Company and code of standard as applicable at the time of submitting the tender and shall bring to the notice addition or deletion, if any, in writing along with the tender.
20. The contractor shall strictly comply with the provisions of safety code.
21. The Contractor shall strictly comply with the provisions of contract labour acts or any other act pertaining to the contract labour that may be in force or that may be introduced during the currency of contract. Compliance of such acts now or subsequently will be at the contractor's cost.
22. Conditional Tenders are liable for rejection.
23. If in the opinion of the Bank/SBIIMS the offers quoted by any contractor are found unworkable keeping in view the specifications proposed and workmanship expected, the Bank/SBIIMS may choose to reject such tenders within its sole discretion and without any notice to the contractors. Moreover, no claim/correspondence will be entertained by the Bank/SBIIMS in such cases.
24. The SBIIMS may choose to split up the entire scope of work amongst any number of parties within its sole discretion irrespective of the lowest rates.
25. The Contractor have to engage reliable skilled workers and shall follow all labour laws and acts and shall go in for insurance for all risks at his own cost. All works should be started simultaneously and as directed by the Bank's/SBIIMS Engineer at site.
26. No request for advance will be entertained by the Bank/SBIIMS.
27. The contractor should submit online these terms & conditions duly signed as a token of acceptance, along with their tender, failure to which their tender is liable for rejection without any notice which please note.

Signature of Contractor with Seal

Name of the Firm

Address:

Contact No.

**ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE ALARM SYSTEM
INSTALLED AT GITC BUILDING, CBD BELAPUR, NAVI MUMBAI**

Scope of Work

SBIIMS on behalf of State Bank India GITC Belapur proposes to CARRY OUT the **ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE ALARM SYSTEM INSTALLED AT GITC BUILDING, CBD BELAPUR, NAVI MUMBAI**

All replaced parts make shall be of their respective brands. All the complaints to be attended during the contract period round the clock.

SCOPE AND RESPONSIBILITY:

C: AMC OF FIRE ALARM SYSTEM WORK

Maintenance & repairs works of firefighting systems Viz Fire Alarm system,

D.: MAINTENANCE OF FIRE ALARM

Sl. No.	DESCRIPTION OF ITEMS	QTY.
1	Fire Alarm Control Panel	05
A	Analog Addressable Microprocessor based Main Control Panel	
i	In Control Room, Make: - Morley – IAS Fire System by Honeywell	01
ii	In Reception Building Ground Floor Make: -Honeywell	01
B	Conventional Fire Alarm System	01
iii	In Control Room, Detection area: - Diesel Generator Room Building, Canteen Ground floor. Make: - AGNI Devices Pvt. Ltd.	01
iv	In 1 st Floor, Detection area: - 1 st Floor A and B wings, Make: - Not available	01
v	In 4 th Floor, Detection area: - 4 th Floor “A “wing, Make: - Ravel (RE 102)	01
2	Ionisation Smoke Detectors Series 60/65	923
3	Heat Detectors	36
4	Electronic Hooters	51
5	Manual Call Point (MCP)	16
6	Response Indicators (RI)	125
7	Batteries 12 V, 07 AH	10
8	Power Supply Unit 24 Volts	02
9	Zone Module	28

E: TESTS TO BE CARRIED OUT DURING MAINTENANCE:

The following tests shall be made during maintenance to ensure that the system is capable of operating under alarm conditions.

- a) During maintenance at least one trigger device on one zone circuit shall be operated to test the ability of the control and indicating equipment to receive a signal and to sound the alarm and operate other warning devices
- b) If there is more than one Zone on a system having unmonitored wiring each unmonitored zone shall be tested during maintenance but without sounding the alarm more than once.
- c) The control and indicating equipment shall be visually inspected for signs of moisture ingress and other deterioration.
- d) A visual inspection shall be made to ensure that structural or occupancy changes have not affected the requirements for re-sitting of trigger devices, Manual Call Points, Smoke Detectors and Heat Detectors.
- e) Any defect shall be recorded in the logbook reported to the responsible person and action taken to correct it.
- f) All the wiring of Smoke alarm should be done in such a way that each and every smoke alarm should be functional according to system design and arrangement should be such that any fault occurring in any of smoke alarm, connection breakage or panel problem may be identified automatically and repaired/replaced immediately.

F: GENERAL POINTS ABOUT DETECTORS

- a) It is essential to ensure specified range of sensitivity range shall be checked on equipment as specified.
- b) If the operation of the alarm sounders and/or the transmission of the alarm signal has been prevented by disconnection, then a further test shall be carried.
- c) A visual examination of the battery and connections shall be made to ensure that they are in good conditions. Action shall be taken to remedy any defect, including low electrolyte level.
- d) Any defect shall be recorded in the logbook, reported to the responsible person, and action taken to correct it.

G: QUARTERLY INSPECTIONS AND TEST

The following checklist and test sequence are recommended.

- a) Check the entries in the logbook since the previous inspection shall be noticed for actions.
- b) Batteries and their connections shall be examined and tested to ensure that they are in goods serviceable condition.
- c) Where provided, secondary batteries shall be examined to ensure that the specific gravity of electrolyte in each cell is correct. Necessary remedial action must be taken, and an appropriate entry made in the logbook.
- d) The alarm functions of control and indicating equipment shall be checked by the operations of a trigger device in each zone as described.
- e) The operation of alarm sounders and any link to remote manned centre shall be tested.
- f) All ancillary functions of the control panel shall also be tested where practicable.
- g) All fault indicators and their circuits shall be checked preferably by simulation of fault condition.

- h) It is essential to apply frequent sensitivity checks and routine tests as prescribed in the rules so that the correct sensitivity levels/degree is maintained during the entire service span of the installation.

H: CLEANING AND MAINTENANCE:

- a) Detectors require periodic cleaning to remove dust or dust accumulated. The frequency of cleaning depends on the type of detector and the local ambient conditions. In any case, the interval shall not exceed a period of 3 months for each detector.
- b) The cleaning checking operating, and sensitivity adjustment shall be attempted only after referring manufacturers` instructions.
- c) These instructions shall detail methods such as creating vacuum to remove loose dust and insects or washing heavy greasy and grimy deposits, following partial disassembly or the washing of detectors to remove contamination.
- d) Each and every smoke alarm should be functional according to system design and arrangement should be such that any fault occurring in any of smoke alarm, connection breakage or panel problem may be identified automatically and repaired/replaced immediately.
- e) Smoke Detection and Alarm System must be operational 24 hours. Should be checked, maintained & tested.

(i) AUTOMATIC SMOKE DETECTIONCUM FIRE ALARM SYSTEM

Test (s) shall be conducted to determine the functionality of the Analog Addressable Microprocessor based Main Control Panel.

1. Checking and testing the operation state of panel (s) in normal and during power supply failure, testing of batteries for charged condition and removal of any defects if found.
2. Performance check of external Hooters, Visual Alarm of panel (s), Manual Call Point and Response Indicators.
3. Cleaning and testing of each and every detector at all the floors. Cleaning and testing of the detectors should be done once in three months (3).
4. Servicing and testing of Manual Call Points for each zone.
5. Checking of open, short circuit conditions resulting in a faulty alarm indication in the panel.
6. Checking and testing of Main Control Panel and all the hooters along with testing of all repeat functions of fire signal on various floors.
7. Ensuring the required power supply (AC /DC) is always exit to the system, checking up all the wirings.
8. Lamp(s) testing to be carried out of panel(s).
9. The above all checking, and testing should be carried out by qualified technician / engineers only.

(ii) SUPPLY OF MATERIAL: Supply of material and spares will be in the scope of the Bank.

(iii) PENALTY CLAUSE: After the reporting of the breakdown of the system, you are requested to attend the problem in 24 hours. Penalty charges for delay per day after reporting will be Rs. 400/- per day.

(iv) PAYMENT: Quarterly payment will be made at the end of the quarter after submitting bill along with the monthly report. No payment will be made in case vendor failed to report for their regular visit.

(v) LIQUIDATED DAMAGES CLAUSE:

0.50% of contract amount per day subject to max 5% of contract value for not attending the breakdown emergency calls. The penalty/ leavy will be imposed as under:

1. If not attended within 8hrs – Penalty of 0.50% of contract value will be imposed.
 2. If not attended within 12 hrs – Penalty of 1.00% of contract value will be imposed.
 3. If not attended within 24 hrs – Penalty of 2.00% of contract value will be imposed.
 4. If not attended within 48hrs – Penalty of 5.00% of contract value will be imposed.
- And thereafter the Bank will carry out the repairs through other agency at your cost, risk and consequences.

(vi) DESCRIPTION OF THE SYSTEMS:

AUTOMATIC SMOKE DETECTION CUM FIRE ALARM SYSTEM AT GITC BELAPUR

List of Equipment's installed at GITC, Belapur.

Sl. No.	DESCRIPTION OF ITEMS	QTY.
1	Fire Alarm Control Panel	05
A	Analog Addressable Microprocessor based Main Control Panel	
i	In Control Room, Make: - Morley – IAS Fire System by Honeywell	01
ii	In Reception Building Ground Floor Make: -Honeywell	01
B	Conventional Fire Alarm System	01
iii	In Control Room, Detection area: - Diesel Generator Room Building, Canteen Ground floor. Make: - AGNI Devices Pvt. Ltd.	01
iv	In 1 st Floor, Detection area: - 1 st Floor A and B wings, Make: - Not available	01
v	In 4 th Floor, Detection area: - 4 th Floor "A" wing, Make: - Ravel (RE 102)	01
2	Ionisation Smoke Detectors Series 60/65	923
3	Heat Detectors	36
4	Electronic Hooters	51
5	Manual Call Point (MCP)	16
6	Response Indicators (RI)	125
7	Batteries 12 V, 07 AH	10

8	Power Supply Unit 24 Volts	02
9	Zone Module	28

I: OTHER WORKS TO BE CARRIED OUT BY THE PARTY

- a) A tenderer shall deem to have full knowledge of installations whether he inspects it or not.
- b) The agency shall attend unlimited breakdown
- c) The scope of this contract includes all major and minor repairs (spares will be installed only after approval from Bank and the payment will be made on producing bills)
- d) The contractor shall submit his tender only after carefully examining the whole of the tender documents and the conditions of tender and of contract.
- e) The contractor shall co-ordinate with our Electrical AMC contractor for any electrical related work.
- f) Taking the NOC/fitness certificate from the Navi-Mumbai Fire Department is the sole responsibility of the party.
- g) The submission of B FORM for taking the NOC twice a year is the sole responsibility of the party.
- h) The party shall ensure that the process of renewal of NOC/fitness certificate must be initiated in advance so that the NOC/fitness certificate is issued by the fire department within time.
- i) All the tools, tackles, scaffolding, high rise ladders, safety equipment etc required for proper maintenance has to be provided by the party.
- j) Transportation and loading/unloading of required equipment / spares for maintenance is the sole responsibility of the party.

Signature and seal of tendered

Name

Capacity/authority to sign

Full address:

(8) GENERAL:

(a) The contractor has to wages to their employees engaged as per the latest requirement of minimum wages act applicable to the central Government (including ESIC, PF, etc.). Only those proposals where amounts quoted are more than the minimum wages amount calculated on the basis of minimum wages. The rates quoted should be such that the contractor can absorb the future increase in minimum wages during the initial one-year contract period. Bank may consider renewing the contract for the further a period of one year (not more than two years) at the Bank's discretion only.

(b) The contractor has to ensure safe working of their workmen at the site. The safety guidelines not limited to the following acts shall be followed by the contractor.

- Electricity Act 1945
- Electricity Regulations 1947
- Electricity (Licensing) Regulations 1991
- Occupational Safety and Health Act 1984
- Occupational Safety and Health Act 1996

SBI shall not be liable in respect of any damages or compensation payable under law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall indemnify and keep indemnified against all such damages and compensation, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Contractor shall provide for adequate cover to his employees as per provisions of employees' compensation Act 1923. Value of insurance should be as per the Government rules and shall be beard by the contractor. Validity should be till completion of the contract period. The contractor should submit the copy of insurance and premium paid or ESIC details to SBI whenever required.

(c) Successful contractor shall be required to enter into an agreement with the Bank. The agreement will be stamped by the contractor at their own cost i.e., Stamp duty should be borne by the contractor.

2.0 Tender documents

2.1 The work has to be carried out strictly according to the conditions stipulated in the tender consisting of the following documents and the most workmen like manner.

Instructions to tenderers
General conditions of Contract
Special conditions of Contract
Priced bid

2.2 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;

- a) Price Bid
- b) Technical specifications
- c) Special conditions of contract
- d) General conditions of contract
- e) Instructions to Tenderers
- f) Scope of the work

2.3 Complete set of tender documents including relative drawings can be downloaded from the website www.sbi.co.in

2.4 The tender documents are not transferable.

3.0 Site Visit

All the bidders are advised to visit the site of work to understand the scope of work before quoting the rates.

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data that may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities' requirement, traffic regulations etc;

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 Earnest Money

- 4.1 The tenderers are requested to submit the Earnest Money of Rs. 2000/- (Rupees Two Thousand Only) by means of Demand Draft / Pay Order (Valid for a period of 180 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.
- 4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.
- 4.3 No interest will be paid on the EMD.
- 4.4 EMD of unsuccessful tenderer will be refunded within 30 days of award of Contract.
- 4.5 EMD of successful tenderer will be retained as a part of security deposit.
- 5.0 Initial/ Security Deposit
The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of DD drawn in favour of SBIIMS Pvt. Ltd. within a period of 15 days of acceptance of tender.
- 6.0 Additional Security Deposit
In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfilment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.
- 6.1 No interest shall be paid to the amount retained by the Bank as Security Deposit.
- 7.0 Signing of contract Documents
The successful tenderer 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 the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.
- 8.0 AMC Period: **Three Year.**
- 9.0 Validity of tender
Tenders shall remain valid and open for acceptance for a period of 90 days from the date of opening price bid. If the tenderer withdraws his/her offer

during the value period or makes modifications in his/her original offer which are not acceptable to Bank without prejudice to any other right or remedy the Bank shall be at liberty forfeit the EMD.

10.0 Liquidated Damages

The liquidated damages shall be 0.50% per week subject to a maximum of 5% of contract value.

11.0 Rate and prices:

11.1 In case of item rate tender

11.1.1 The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the SBIIMS Pvt. Ltd.

11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

11.1.5 Each page shall be totaled and the grand total shall be given.

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies.

11.1.7 The SBIIMS Pvt. Ltd. reserve their rights to accept any tenders, either in whole or in part or may entrust the work in phases or may drop the part scope of work at any stage of the project within its sole discretion without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

11.1.8 In case it is decided by the SBIIMS Pvt. Ltd. to drop one or more items from the scope of work at any stage of the project, the contractor shall not be entitled to raise any claim / compensation for such deleted scope of work. Also, the SBIIMS Pvt. Ltd. may consider issuing work order for various buildings in phases but within a reasonable time interval and the contractor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.

GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS:

In the contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

'The Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between SBIIMS on behalf of SBI and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

'Employer / Bank' means SBIIMS and State Bank of India having its Head Office at Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai and at State Bank of India, Corporate Centre, State Bank Bhavan, Nariman Point, Mumbai, respectively.

'Competent Authority' means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.

'The Contractor or Contractors' means the firm, company or person engaged by the SBIIMS to carry out the work. It shall also include their legal representative(s), successors or assigns.

'Site' means State Bank of India 1. GITC BUILDING, CBD BELAPUR, NAVI MUMBAI., where the works are to be carried out.

'Contract value' means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

'The schedule of quantity' means the schedule of quantity as specified and forming part of this contract.

'Works' or 'work' means the work(s) described in the "Scope of Work" and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

'Month' means calendar month.

'Week' means seven consecutive days.

'Day' means a calendar day beginning and ending at 00 hrs. and 24 hrs. respectively.

Where the context so requires, words imparting the singular only also include the plural and vice versa; and, any reference to masculine gender shall include feminine gender and vice versa.

2. LANGUAGE:

The language in which the contract documents shall be drawn shall be English.

3. INSPECTION OF SITE:

The tenderers are advised to inspect the building before quoting their rates. It is expected that the tenderers will provide high quality services without damaging the existing installations.

4. CONTRACTOR TO INFORM HIMSELF FULLY:

The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements, schedules of equipment and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions.

5. WORK TO BE CARRIED OUT:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants and equipment which may be required for carrying out the work satisfactorily.

6. SUFFICIENCY OF TENDER:

The Contractor shall have deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.

7. AWARD OF CONTRACT:

- (i) The SBIIMS/SBI will award the contract to the successful lowest tenderer whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- (ii) The SBIIMS/SBI reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the SBIIMS/SBI.
- (iii) The SBIIMS/SBI reserve their rights to split the scope of work to different agencies within its sole discretion.
- (iv) If the scope of work under this tender cover more than one sites / offices / complexes / colonies / Apartments having separate Price Bids, the SBIIMS/SBI may entrust the work to more than one bidder within its sole discretion and no claim compensation for the same shall be entertained.
- (v) The successful bidder(s) shall be bound to execute separate agreement for each site. Also, the SBIIMS/SBI reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the contractor shall have no right to make any representation for the same.

8. SIGNING OF CONTRACT DOCUMENTS

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishment of SBI within 15 days from the receipt of intimation of acceptance of the tender by the SBIIMS. However, the written acceptance of the tenders by the Bank will constitute

a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

9. WORK ORDER:

Within the validity period of the tender, the Employer shall issue a work order by registered post / courier or otherwise handover personally to the contractor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Contractor.

10. CONTRACT DOCUMENT:

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within 14 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished, one certified copy of the contract documents as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

11. EARNEST MONEY DEPOSIT (EMD)

The tenderer shall furnish EMD of Rs 2,000/- (Rupees Two Thousand. Only) in the form of Demand Draft / Banker's Cheque / Pay Order drawn in favour of SBI Infra Management Solutions Pvt. Ltd., payable at Mumbai. No tender shall be considered unless the EMD is so deposited in the required form along with the tender.

No interest shall be paid on EMD.

The EMD of the unsuccessful tenderer shall be returned within 30 days without interest after the decision to award the work is taken.

All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the contractor and the contractor within ten days after such deductions shall make good the amount so deducted.

12. FORFEITURE OF EMD:

Bank reserves the rights to cancel the order and forfeit the EMD if,

- a. Security Deposit is not submitted within the stipulated time;
- b. Agreement is not entered within stipulated time;

- c. If the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or
- d. The tender is accepted by the Employer but the contractor fails to enter into a formal agreement or
- e. Fails to commence the work within the stipulated time.
- f. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract

13. SECURITY DEPOSIT:

- i. The successful bidder should submit a Security Deposit for 5% of awarded Annual contract value in the form of FDR/TDR issued by any Nationalised Bank in favour of "SBI Infra Management Solutions Pvt. Ltd. A/c M/s (Name of the Contractor firm)" payable at Mumbai within fourteen days from the date of acceptance of the tender for due performance of the Contract.
- ii. The contractor may choose to deposit the prescribed Security Deposit by way of Bank Guarantee issued by a Scheduled Bank in India other than SBI in the format approved/provided by the SBIIMS. The Bank Guarantee should be valid for initial contract period of 1 (One) year from the date of commencement of contract. The bank guarantee should also contain a claim period of three months from the last date of validity. The BG shall be further renewed on yearly basis subject to renewal of the contract by the SBIIMS.
- iii.

14. The contractor's authorized representative shall be in attendance in the premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of SBI, the contractor shall be personally responsible and shall make good the loss forthwith.

15. All activities of work done under this contract shall be entered in a register on a daily basis so that complete record of all the works performed is maintained and signed with date by both parties viz., persons authorized for and on behalf of SBI / SBIIMS and the contractor each day on completion of work.

16. Without prejudice to any rights or remedies under this agreement if the contractor dies, the SBIIMS authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.

17. INSURANCE OF WORKS:

- Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank/SBIIMS), a third-party insurance policy in original, issued by any Public-Sector Insurance Company.
- The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. Minimum 5 employee/worker/persons should be covered under the insurance at a time for insured sum of of Rs 5 lac each, for any type of accident / incidence.
- The contractor shall, from time to time, provide documentary evidence as regards payments of premium for all insurance Policies for keeping them valid till the completion of the work.
- Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.
- No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.
- Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the SBIIMS. Nothing extra shall be payable on this account.

18. ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:

The whole of work included in the contract shall be carried out by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Employer and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work.

In case of breach, the SBIIMS shall be at liberty to serve notice and rescind the contract along with forfeiting of the EMD (i.e. security deposit) and invoke the bank guarantee / performance guarantee if required.

19. PROTECTION OF WORKS AND PROPERTY:

The contractor shall continuously protect the Employer's properties from damage or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. In case the contractor fails to make good the losses caused to the bank due to his fault or due to negligence of his staff, SBIIMS reserves the right to invoke the security deposit as stated above to cover such losses.

The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of government and

local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Employer and the contractor.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained not withstanding any other provisions elsewhere in the contract.

20. CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

- Schedule of major equipment to be kept at site should be attached:
- The list of major equipment's to be deployed by the contractor should be enclosed.
- The equipment's to be kept on site should be absolutely new and the contractor should submit the copies of the purchase bills to Bank.
- The contractor should ensure that the equipment provided on site are functioning at all times.

21. PAYMENT OF BILLS BY THE BANK:

Neither any advance nor any loan from any bank or financial institution shall be recommended on the basis of Work Order or Award of work.

The payment of your monthly bills in respect of the captioned Contract shall be paid by the State Bank of India on the recommendations of SBIIMS.

i.

22. Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand. The SBIIMS may also deduct such amounts from any dues of the contractor, or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.

23. If State Bank of India engages workers to complete any part or whole of the work as per this contract for any period, due to failure of the contractor to engage adequate number of workers, in that event, contractor has to reimburse to SBI/SBIIMS, the extra cost involved on this account.

24. WORK ON SUNDAY AND HOLIDAYS:

The contractor has to arrange for engaging his workers on Sunday and holidays as required by the employer. No Extra payment on this account will be made by the Employer.

25. ADDITIONAL WORK:

Should any new areas of work transpire, which the Employer considers are not envisaged, as being part of this tender, the prices for the new scope of work shall be mutually decided and agreed upon between the Employer and the contractor based on actual rate analysis on established norms. In the event of non-agreement of the rates, the Employer reserves the right to get the same carried out through any other agency so appointed for.

26. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

The Contractor shall comply with all statutory requirements prescribed by the local as well as state / central government authorities from time to time and submit required proof of compliance to the Employer as and when required by the Employer. The contractor shall produce all the relevant statutory documents for inspection by the Employer and the government authorities.

The contractor shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for carrying out the work towards the cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Employer and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

If the contractor performs any act which is against the law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising there from.

27. OTHER COMPLIANCES:

The Contractor should ensure compliance of the following for smooth execution of work:

- Identity card should be issued by the contractors to the contract staff deputed on State Bank of India site.
- All contract staff deputed by the contractor at SBI site should have in possession Identity card issued by the contractors.

- All Contract staff should bear specified uniform bearing badges of Company's name and other safety accessories, viz Helmet, Safety belt, etc.

28. LOCAL LAWS, ACTS, REGULATIONS

The contractor shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or by law or enactment relating thereto and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947

The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act.

Any cost incurred by SBI / SBIIMS in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor or his workmen and any money which may become payable to State Bank of India as aforesaid shall be deemed to be deducted by State Bank of India / SBIIMS or may be recovered by the Bank from the contractor.

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 relating to work carried out by the contractor for this contract.

29. CONTRACT PERIOD:

- The work shall be awarded for an initial period of one year from the date of commencement of the work subject to its renewal maximum for two similar terms on expiry of the current contract period, within sole discretion of the Bank / SBIIMS, on the same terms and conditions subject to satisfactory performance of the Contractor.
- The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

30. DISMISSAL OF WORKMEN:

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

31. TECHNICAL AUDIT / SCRUTINY:

- The Employer shall have right to carry an audit / technical examination of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organizations as appointed by the Employer.
- If as a result of the examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Employer to recover the sum from any payment due to the contractor for such work.

32. RECORDS OF DAILY OPERATION:

The Contractor shall maintain and provide comprehensive logbook, details of daily record of activity carried out in all units of the buildings.

33. INSPECTION BY EMPLOYER:

- General
- The Employer shall have the right to inspect at all times any tools, instruments, materials / chemicals, staging or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.
- Rejection of work and Equipment
- The Employer shall have the right to condemn any or all tools, instruments, materials / chemicals, equipment or work which does not confirm to the specifications.
- The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any light fixtures, furniture, tiles, mirror, glass, any other fittings/fixtures provided in the building by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the SBIIMS shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

34. REPORTING AND RECORD KEEPING:

Management reporting and process reviews

The Employer shall approve the format for the monthly report to be submitted by the contractor along with every monthly bill.

Operating Meetings

During the early stages of the agreement, it is expected that the frequent operation meetings will be required between the service contractor's manager and employer's representative/s to discuss priorities to establish satisfactory reporting procedures. The contractor shall make the appropriate personnel available for attending all these meetings.

Performance Review Meeting

Performance review meetings shall be held quarterly to review the overall performance of the contractor. The Senior Management of the contractor and Employer shall attend these meetings.

Quality Assurance

The contractor shall implement a quality system in accordance with ISO standards. The contractor shall develop, in conjunction with the Employer's representatives,

the standards of service to be provided and how performance to be measured and monitored.

35. FORCE MAJEURE:

“Force Majeure” shall mean any event beyond the control of SBIIMS/SBI or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- a. War, hostilities, invasion, act of foreign enemy and civil war;
- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- d. Earthquake, fire, flood or cyclone, or other natural/ manmade disaster;

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- i. The date of commencement of the event of Force Majeure;
- ii. The nature and extent of the event of Force Majeure;
- iii. The estimated Force Majeure Period,

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

36. ACCIDENTS:

The contractor shall immediately on occurrence of any accident during carrying out the work report such accident to the Employer. The contractor shall also report such accident immediately to the concerned authorities whenever such report is required to be lodged by law and take appropriate actions thereof.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized State Bank of India/SBIIMS officials immediately after such occurrence, but in any case, not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the SBIIMS/State Bank of India. In addition, the contractor to the authorized SBIIMS/State Bank of India, official shall also submit periodic reports on safety from time to time as prescribed.

37. LABOUR:

- i. The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank.
- ii. The contractor shall furnish to the SBIIMS at the intervals specified by SBIIMS, a distribution of the number and description of labour employed in carrying out various works / activities.
- iii. The Contractor shall submit on every month to the SBIIMS a statement showing in respect of the preceding month:
 - (a) The number of labourers employed by them on the work.
 - (b) Their working hours.
 - (c) The wages paid to them.
 - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them and
 - (e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. The contractor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
- v. The minimum age of the labour employed shall not be below 18 years.
- vi. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.
- vii. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
- viii. As regards Employees State Insurance Act, the contractor shall submit photo copy copies of the challans of remittance of the contributions (both the employee's contributions and his own contribution there on) to the ESI corporation in respect

- of the employees engaged in State Bank of India by him for this work for the relevant period before any payment is released by State Bank of India.
- ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.
 - x. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.
 - xi. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement.
 - xii. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
 - xiii. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories.
 - xiv. The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
 - xv. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
 - xvi. The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the contractor.

38. TERMINATION:

- (a) SBIIMS shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.
- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the SBIIMS/State Bank of India shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

39. SAFETY CODE – RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:

Before commencing the work, contractor submit a 'SAFETY PLAN' to the authorized SBIIMS/State Bank of India official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract SBIIMS shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the SBIIMS's decision in this respect.

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of SBIIMS or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.

The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized SBIIMS officials: -

- Safety Helmets conforming to IS-2925:1984
- Safety Belts conforming to IS-3521:1983
- Safety Shoes conforming to IS-1989:1978
- Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
- Hand and body protection devices conforming to: IS-2573:1975, IS-6994:1973, IS-8807:1978, IS-8519:1977,

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized SBIIMS official who shall have the right to ban the use of any item.

The contractor shall adopt all fire safety measures.

Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank/SBIIMS.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and SBIIMS/SBI instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another

contractor's or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and SBIIMS/SBI instructions shall be borne by the contractor.

40. INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per Appendix-6 before starting the work, indemnifying the SBIIMS from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.
- In case of any damage to property by the contractor, SBIIMS shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBIIMS shall be binding on the Contractor.
- In the event of any damage to the loose furniture, interiors, computers and such other equipment or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.
- If the contractor fails to improve the standards of safety in its operation to the satisfaction of SBI/SBIIMS after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBI/SBIIMS official, the SBIIMS shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.
- Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

41. SETTLEMENT OF DISPUTES AND ARBITRATION:

- Resolution of dispute: In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- Arbitration: Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the

authorized representatives of the parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in Mumbai and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.

- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.
- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the State Bank of India, Mumbai or any person for anything that is done in good faith or intended to be done in pursuance of tender.

42. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works. The Contractor shall be paid at the contract rates for works executed at site.

43. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

The Contractor shall be required to prepare and submit a detailed description of the arrangements, sequence and methods of service performance which the contractor proposes to adopt for carrying out the services.

The Bank at its sole discretion shall ask at any time for changes in the anticipated work sequence due to operational requirements. Such change in work sequence shall not entitle the contractor to any additional payment.

The contractor shall be required to submit for the Bank's approval a schedule of materials that shall be mobilize for the above services wherever applicable. This

information shall be submitted with full identification of specific manufacturer's products together with their catalogues.

The contractor shall be required to submit for the Banks approval a detailed utilization plan and a detailed manpower deployment schedule with details of manpower assigned to each task. All comments by Employer will be incorporated and executed at no extra costs to the Employer.

44. PRICES:

The amount quoted and accepted will be binding on the tenderer.

In case of any change in GST or introduction of any new tax due to Statutory Act of The Government after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. Similarly, if there is any reduction in tax etc. shall be deducted. Price structure will be solely dependent upon the rate approved as per work order and revisions of the same as per price variation/escalation clause mentioned in the tender. For claiming the additional cost on account of the increase in tax structure, the tenderer should produce proof from the concerned Competent Authorities for having paid additional tax on the services provided to the SBIIMS/SBI and can also claim the same in the invoice.

45. INSOLVENCY:

The competent authority of the Office of the SBIIMS, Mumbai may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

- i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.

- iii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBIIMS/SBI and provided also that the contractor shall be liable to pay the SBIIMS/SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

46. CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.
- Any effort by the tenderer to influence the SBIIMS/SBI in the SBIIMS/SBI's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

47. CORRUPT OR FRAUDULENT PRACTICES:

- The SBIIMS/SBI as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
- "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of SBIIMS/SBI and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBIIMS/SBI of the benefits of free and open competition.
- "Collusive practice" means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBIIMS/SBI, designed to establish tender prices at artificial, non-competitive level; and.
- "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.

- The SBIIMS/SBI will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
- The SBIIMS/SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

48.. PENALTIES /LIQUIDATED DAMAGES:

- The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 15th of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the SBIIMS/SBI along with the bills of the next month. If such scenario continues for a period of 3 continuous months then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee shall be en-cashed. The SBIIMS/SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s).
- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the SBIIMS/SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the SBIIMS/SBI.
- An amount of Rs.2500/- will be levied as liquidated damages per day per floor for any building from the Contractor whenever and wherever if found that the work is not up to the mark. If the Contractor fails to perform as per

the satisfaction of the SBIIMS/ SBI within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by SBIIMS will be invoked.

- Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the SBIIMS, the Contractor shall be penalized up to 5% of the monthly Bill amount which will be deducted from any bills/dues of Contractor.

49. PRICE VARIATION CLAUSE:

Price variation for Labour component: Please note that all rates quoted by the vendor shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/price increase, whatsoever shall be considered during this period. Accordingly, contractor has to take due care on this account while quoting the rates.

The Bank/SBIIMS may consider renewal of contract for similar two terms on the same terms and conditions except minimum wages which shall be considered as per Central Government rates prevailing at material time provided that the service rendered by the vendor are found satisfactory. However, renewal of contract is discretion of the Bank/SBIIMS and the contractor shall have no right to claim for the same.

50. VALIDITY OF CONTRACT:

The contract, if awarded shall be valid for an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period of one-year subject to satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirement/satisfactory services etc., the SBIIMS shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including de-paneling your firm etc. solely at the discretion of the SBIIMS/SBI.

51. 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.

52. SEXUAL HARASSMENT:

The Contractor shall be solely responsible for full compliance with the provision of the “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”

- i. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBI).
- iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee, if sexual harassment/violence by the employee of the contractor is proved.
- iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

53. NON-DISCLOSURE:

The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India’s infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor’s obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

54. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions orders or these conditions or otherwise

concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the authorized person of SBI/SBIIMS or in case the Contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the respective Circle/Vice President, SBIIMS, of respective Circle Office, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Vendor shall not be entitled to raise any claim nor shall the SBI/SBIIMS be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the V.P of respective Circle, SBIIMS, of respective Circle Office, in the manner and within the time as aforesaid. The Vendor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the respective Circle/Vice President, SBIIMS, of respective Circle Office, in writing in the manner and within the time aforesaid.
- ii) The Circle/Vice President, SBIIMS, of respective Circle Office, shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of the Circle/Vice President, SBIIMS of respective Circle Office, submit his claims to the conciliating authority namely the Circle Development Officer of respective Circle /C.O.O. SBIIMS, Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai. for conciliation along with all details and copies of correspondence exchanged between him and the SBIIMS.
- iii) If the conciliation proceedings are terminated without settlement of the disputes, the Contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/M.D. & C.E.O. of the SBIIMS for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the Contractor as aforesaid and all claims of the SBI/SBIIMS shall be referred for adjudication through arbitration to the Sole Arbitrator appointed by the Chief General Manager/ M.D. & C.E.O. and who will be an officer not less than the rank of Deputy General Manager of SBI/SBIIMS. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due

to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager /M.D. & C.E.O. of the SBIIMS Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager/M.D. & C.E.O. of the SBIIMS as aforesaid should act as arbitrator.

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

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The Cost of the reference and of the award shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid

55. Maintenance of Registers

The contractor shall maintain the following registers as per the enclosed format at site of work and should produce the same for inspection of SBIIMS./SBI/Architect/Consultant whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Government from time to time.

56. SPECIAL CONDITION OF CONTRACT

The required shutdown for executing the above works shall be obtained from the CDC in charge and all precautionary measures have to be taken to avoid shutdowns and mishaps as the panels are very critical and live. Further in view of the criticality of the CDC power, shutdown may be given only in the nights and holidays and the contractor shall plan and mobilize the men and material accordingly for smooth execution of the work in coordination with the other agencies.

LETTER OF DECLARATION

To,
The Vice President & Circle Head,
SBI Infra Management Solution Pvt Ltd
'C' Wing, First Floor, GITC, CBD Belapur,
Navi Mumbai 400 614

Dear Sir,

ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE ALARM SYSTEM INSTALLED AT GITC BUILDING, CBD BELAPUR, NAVI MUMBAI

Having examined the terms & conditions, drawings, specifications, design relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the quotation, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum on the item rate basis mentioned in the attached schedule and in accordance in all respect with the specifications, design, drawings and instructions in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of work	ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE ALARM SYSTEM INSTALLED AT GITC BUILDING, CBD BELAPUR, NAVI MUMBAI
(b)	Earnest Money	Rs 2,400/- (Rupees Two Thousand. Four Hundred Only)by means of Demand Draft / Pay Order from any scheduled Nationalized Bank drawn in favour of "SBI Infra Management Solutions Pvt. Ltd." and payable in "Mumbai".
(c)	Time allowed for completion of work from the date of issue of work order.	As per NIT from the date of commencement as per tender.

Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBIIM, the amount mentioned in the said conditions.

I/we have deposited Demand Draft / Banker's Cheque / FDR for a sum of Rs 2,000/- (Rupees Two Thousand. Only) as Earnest money deposit with the SBI Infra Management Solutions Pvt. Ltd. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.

We understand that as per terms of this tender, the SBIIMS may consider accepting our tender in part or whole or may entrust the work of various buildings proposed (i.e. Institute Building, Staff Qtrs. And Director's Bungalow) in phases. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the building / buildings from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within the stipulated time limit without any extra claim for price escalation

We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period.

Yours faithfully,

Signature of contractor
With Seal

ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE ALARM SYSTEM INSTALLED
AT GITC BUILDING, CBD BELAPUR, NAVI MUMBAI

Price bid

Sl. No.	DESCRIPTION OF ITEMS	QTY.
1	Fire Alarm Control Panel	05
A	Analog Addressable Microprocessor based Main Control Panel	
i	In Control Room, Make: - Morley – IAS Fire System by Honeywell	01
ii	In Reception Building Ground Floor Make: -Honeywell	01
B	Conventional Fire Alarm System	01
iii	In Control Room, Detection area: - Diesel Generator Room Building, Canteen Ground floor. Make: - AGNI Devices Pvt. Ltd.	01
iv	In 1 st Floor, Detection area: - 1 st Floor A and B wings, Make: - Not available	01
v	In 4 th Floor, Detection area: - 4 th Floor "A" wing, Make: - Ravel (RE 102)	01
2	Ionisation Smoke Detectors Series 60/65	923
3	Heat Detectors	36
4	Electronic Hooters	51
5	Manual Call Point (MCP)	16
6	Response Indicators (RI)	125
7	Batteries 12 V, 07 AH	10
8	Power Supply Unit 24 Volts	02
9	Zone Module	28

ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE ALARM SYSTEM INSTALLED AT GITC BUILDING, CBD BELAPUR, NAVI MUMBAI

Price Bid: - To be Quoted on yearly basis.

Sl No	Description	Qty	Unit	Rate in Rs.	Amount in Rs.
1	ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE ALARM SYSTEM INSTALLED AT GITC BUILDING, CBD BELAPUR, NAVI MUMBAI A. 01/12/2020 to 31/11/2021 B. 01/12/2021 to 31/11/2022 C. 01/12/2022 to 31/11/2023	1 Yr 1 Yr 1 Yr	lump sum lump sum lump sum		
	Grand Total				

Note:

The rate quoted will be inclusive of all cost towards labour, transportation, levies, and all other duties exclusive of GST.

Sign and Seal of Contractor:-

Date

Place:-

Important notes before quoting the rates;

1. All the bidders are advised to visit the site of work to understand the scope of work before quoting the rates.
2. The tenderer whose tender is accepted is bound to execute a formal agreement with the Bank in accordance with the draft agreement which will include the notice inviting tender, conditions, other papers therein.
3. Bank will not take any responsibility to provide any material including water / electricity.

However, contractor may use the available water / power supply without causing any inconvenience to the Bank functioning.

CHECK LIST FOR BIDDERS.

- 1) Cost of tender and EMD to be paid.
- 2) Valid digital signature
- 3) Valid License issued by Directorate of Maharashtra Fire Services

IMPORTANT NOTE:-

1. The bidder must be registered in India and must have track record necessary to provide comprehensive package for the project & not quote for individual items of their choice.
2. The bidder should have Valid License issued by Directorate of Maharashtra Fire Services, Govt of Maharashtra. The bidder must be approved / valid licensing agency in accordance with Maharashtra Fire Prevention and Life Safety Measures Act, 2006 for Detection and Fire Suppression Systems.
3. The bidder must be approved / valid licensing agency of MFPLSMA at the time of applying and during the currency of contract period.