

**TENDER DOCUMENT****STATE BANK OF INDIA LOCAL HEAD OFFICE
LUCKNOW CIRCLE**

**INVITES ON-LINE PRICE BID
THROUGH SBI SERVICE PROVIDER
M/S e-PROCUREMENT TECHNOLOGIES PVT. LTD., AHMEDABAD**

Sl. No.	Description	
(a)	Tender ID	LHOLUC/P&E/FS-DK/2023-24/05, DATE :06/12/2023
(b)	Tender Name	<u>ONLINE PRICE BID FOR –</u> i) Fire Pump & Domestic Pump Operation installed at LHO , and ii) Annual Maintenance Contract (AMC) of Fire Hydrant System Installed at Lucknow Centre at the following locations- a) SBI LHO Building, Hazratganj Lucknow b) SBILD Lucknow & LCPC/DAC Lucknow c) Executive Enclave Janakipuram, Lucknow
(c)	Ending Date of Tender	18.12.2023 by 03.00 PM
(d)	Opening of Price Bid	18.12.2023 at 04.00 PM

Note: Only Bank's Empanelled Contractor / Vendors who are in the list of approved empanelled contractors / vendors finalised by SBI, Local Head Office, Lucknow in the respective category of work i.e. Supply/Installation/Testing & Commissioning (SITC) of Fire Suppression System (Water Based), are only eligible to participate.

[Firm should possess valid digital signature for this e-tendering process]

**Assistant General Manager
Premises & Estate Department, 1st Floor B-Block
SBI LHO Motimahal Marg, Hazaratganj
Lucknow-226001 (UP)**



Ref. No. LHOLUC/P&E/FS-DK/2023-24/05

NOTICE INVITING TENDER

Online Price-Bid invite on behalf of State Bank of India, Local Head Office, Moti Mahal Marg, Hazratganj, Lucknow-226001, **under two bid system i.e. Technical Bid and Financial Bid (ONLINE)** from Bank's empanelled vendors. The tender may be downloaded from website www.sbi.co.in under procurement news. Details of tender are as under:

1.	Name & location of Work	:	i) Operation of Fire & Domestic Pump installed at LHO , and ii) Annual Maintenance Contract (AMC) of Fire Hydrant System/Sprinkler (Only LHO)/Wet Riser System Installed at Lucknow Centre at the following locations- a) SBI LHO Building, Motimahal Marg Hazratganj Lucknow [For Work 5 days] b) SBILD & LCPC/DAC Jankipuram Extension, Near Ram- Bank Chauraha Lucknow Ram [For 1 Day] c) SBI Executive Enclave (Sr. Officers Residential Accommodation Janakipuram, Lucknow [For 1 Day]
2.	Manpower Requirement	:	Proposed Manpower Requirement: Unskilled: 03 Nos [One in Each Shift with relief arrangements on weekend] Shift Time: 0600 AM TO 0200 PM 0200 PM TO 1000 PM 1000 PM TO 0600 AM
3.	Availability of tender documents	:	Tender documents will be issued to the eligible contractors by the service provider M/s e-Procurement Technologies Pvt. Ltd., Ahmedabad and also can be downloaded from the Bank's website www.sbi.co.in under section 'Procurement news' which will be available w.e.f. 11.12.2023 to 18.12.2023 till 03.00 PM.
4	Service period	:	The contract for services would be for a period of twelve months from the date of acceptance subject to renewal for a further period of one year on the same terms and conditions & satisfactory performance at the sole discretion of the Bank. However, renewal of the contract is subject to the service rendered by the contractor and the contract will not be renewed

		beyond 2 years
5	EMD	Earnest Money Deposit (EMD): Rs.11,000.00 (Rupees Eleven thousand only) to be deposited in form of DD/Banker's cheque drawn on any National / scheduled Bank in favour of " Assistant General Manager, Premises & Estate Department, State Bank of India, Local Head Office , Lucknow " and payable at Lucknow. MSE / Start up units (In the same category) having valid registration certificate issued by competent Govt. authority will be exempted on submission of the same.
6	Last date of submission of Technical Bid & Online Price Bid	<p>i. Last date for receipt of Technical bid at Premises & Estate Department, 1st floor, B-Wing, State Bank of India, Local Head Office, Moti Mahal Marg, Hazratganj, Lucknow-226001 on 18.12.2023 at 03.00 PM. Hardcopy of technical bid duly signed on all pages along with all relevant documents / enclosures on or before due date. Price Bid must be uploaded on the Service Provider Portal by the due date.</p> <p>ii. It is the sole responsibility of the bidder to ensure submission of their bid within the cutoff date and time at the specified address. SBI shall not entertain any bid received after the cutoff date & time due to any delay on account of delivery by the courier agency / speed post or any other mode for any reasons whatsoever.</p>
7	Date and Time of Opening of Technical Bid & Online Price-Bid .	<p>i. The bidders who have submitted Price Bid Online and found suitable in Technical bid, only their price bid will be opened on 18.12.2023 by 04:00 PM. Price Bid will be available on Service Provider's Portal https://etender.sbi</p> <p>ii. Bidders or their authorized representative may be present during opening of the technical & price bid. Even if no bidders or their representatives are present at the time of opening of the bids, then also bids would be opened as per the schedule in the absence of any or all of the bidders or their authorized</p>

		<p>representative. Technical bids will be scrutinized by the tender opening committee on the basis of eligibility criteria as illustrated in the tender.</p> <p>Service provider address & contact nos. -</p> <p>M/s e-Procurement Technologies Limited, Ahmedabad</p> <p>Primary Contact Numbers:-</p> <p>M: 9081000427, 9904407997</p>
8	Address on the Technical Bid and super scribed as	<p>To,</p> <p>The Assistant General Manager (P&E)</p> <p>Premises & Estate Department, 1st floor , B-Wing</p> <p>State Bank of India, Local Head Office,</p> <p>Moti Mahal Marg, Hazratganj,</p> <p>Lucknow -226001</p> <p>Name of the Work:</p> <p>i) Fire Pump & Domestic Pump Operation installed at LHO , and</p> <p>ii) Annual Maintenance Contract (AMC) of Fire Hydrant System Installed at Lucknow Centre at the following locations-</p> <p>a) SBI LHO Building, Hazratganj Lucknow</p> <p>b) SBILD Lucknow & LCPC/DAC Lucknow</p> <p>c) Executive Enclave Janakipuram, Lucknow</p>
9	E-Bidding to be facilitated by	<p>E-Procurement Technologies Ltd.</p> <p>B-705, Wall Street-II, Opp: Orient Club Ellis bridge, Ahmedabad-380006, State: Gujarat, India Contact Numbers: M.No: 9081000427, 9904407997</p>
10	Period of Honouring Payment Certificate	<p>Within 7 days from the date of receipt of bill (excluding Sunday and Public Holidays).</p>
11	Rates	<p>Firm/Contractors has to bound to pay Minimum Wages to their worker and rates quoted by the bidder shall remain firm throughout the contract period (excluding GST), duties, levies, royalties, transportations, labour other incidental charges, etc.</p>
12	Address for online submission of financial bids (Price bid)	<p>Bid must be submitted online through Service Provider's portal https://etender.sbi or https://etender.sbi</p>



13.	Pre-Bid Meeting		<p>i) A Pre-Bid meeting will be held on 13/12/2023 at 12.00 PM in Premises & Estate Department, First floor B-wing, State Bank of India, Local Head Office, Moti Mahal Road, Hazratganj, Lucknow-226001 (UP) for clarifying doubts, if any.</p> <p>ii) No other mode of communication will be accepted for clarification.</p>
14.	Validity of Tenders	:	For a period of 90 days from the date of opening of Price Bid.
15.	Initial Security Deposit (ISD)	:	The successful Contractor whose tender is accepted by the Bank shall have to deposit a sum equivalent to 2 % of accepted "Annual Contract Value" less the EMD as Security Deposit (SD) in the form of DD/STDR/ FDR / BG issued by any Nationalised / Scheduled Bank other than State Bank of India "The Assistant General Manager (Premises & Estate) Lucknow ", valid for 13 months i.e. 1 month after the expiry of contract and for the another thirteen months at the time of renewal, if any.
16.	Retention money	:	Nil
17.	Security Money	:	Nil
18.	Commencement of the work		The date of commencement of the work will be reckoned as the date of issue of Work Order.
19.	Contract Period	:	One year w.e.f. issuance of work order, and will be extended further one year subject to review of performance after completion of first year.
20.	Deduction of Income Tax and GST	:	<p>A) TDS on Income Tax/GST will be deducted at source as per Govt. Guidelines.</p> <p>B) The contractor should comply with the following;</p> <p>i. Contractor should have GST Registration Number</p> <p>ii. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision</p> <p>iii. In case of Correction in the bills after scrutiny, contractor should submit fresh invoice for payment.</p> <p>iv. Contractor should timely file his GST return in accordance with GST provisions to enable the bank</p>

			to claim the credit of GST paid to the contractor.
22.	Terms & mode of payment	:	<ul style="list-style-type: none"> i) No advance is payable. ii) Payment will be made in terms of minimum wages as per Labour Act. iii) Payment will be made monthly against performed servicing and maintenance work and 100% payment will be released against submission of GST invoice and Service Certificate. iv) Statutory deductions will be made as applicable. v) The contractor should furnish details of the Bank, A/c no, IFSC code etc.
23.	Liquidated Damages	:	In case the services provided by the service provider found to be unsatisfactory on a particular day(s) during a month, penalty shall be imposed for the same day(s) at the rate of 5% of quarterly contract value from the service provider. If the service provider backs out, will be adjusted from performance guarantee.
24.	Defects Liability Period	:	Nil
25.	Contact details	:	<p>Premises & Estate Department, SBI, LHO Building, First Floor, B-Wing Motimahal Marg Hazaratganj Lucknow-226001(UP) Email : agmpne.lholuc@sbi.co.in and copy to fo.lholuc@sbi.co.in</p>
26.	Contact details for any e-Tender related queries	:	<p>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 79-6813 6824/11/13/63/66//19 Fax:- 91 - 079 – 40016876. You are requested to contract the agency for further guidance on e-tendering process</p>



27.	Any additional Information	:	Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither the Service Provider nor Bank will be responsible for any lapses /failure on the part of the vendor, in such cases.
Notes:			
a)	All Bidders are informed that, price bidding for the work will be through e-tendering method. The bill of quantity of tender i.e “ Price Bid ” is to be submitted online on e-tendering portal. Orders will be placed on the basis of closing price (L-1) by bidders in the “Price Bid.		
b)	Submission of Valid ES/EPF Registration and EMD along with Technical Bid. (Mandatory Documents)		
c)	The Bidders are expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required as per the Tender Documents or submission of bids not substantially responsive to the Tender Documents in every respect will be at the Bidders risk and shall result in rejection of the Tender.		
d)	In case the date of Opening of Technical/Price Bid is declared as a holiday, the respective date will be considered on the next working day at the same time. The bidder, who is the authorized representative and participating on behalf of company/ Dealer/vendor, should have a valid digital signature certificate (DSC) for this tender.		
e)	SBI reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.		
f)	The Bidders are strongly advised to visit the site before submitting their Price Bid to make the work complete in all respects within the stipulated completion time.		
g)	Corrigendum: (If any) is to be followed as published in https://etender.sbi/ portal as well as Bank's website www.sbi.co.in		
h)	The bidder should have valid digital signature for participation in e-Tendering Process.		



i)	The Lowest Bidder will be finalized from the Price Bid submitted by the Contractors through on-line Price Bid (The details of the tendering process are indicated in "Business Rules for e-Tendering").
j)	The <u>Process Compliance form</u> : Should be duly filled, signed and stamped by the Bidder as token of acceptance of all the terms & conditions stipulated in this tender.
k)	In case the date of opening of tenders is declared as a holiday, the tender will be opened on the next working day at the same time.
l)	SBI reserves the right to accept / reject any / all tender(s) without assigning any reason thereof. The Bank also reserves the right to reject any bid which, in the opinion of the Bank, is too low or too high or unrealistic for effectively carrying out the obligations required under the terms and conditions of the tender.
m)	Submission of hard copy of Price Bid along with Technical Bid will also, not entertained and declared as disqualify. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in e-Tendering Process

**BUSINESS RULES FOR e-TENDERING****Name of Work / Project: - ONLINE PRICE BID FOR –**

- i) Fire Pump & Domestic Pump Operation installed at LHO, and
- ii) Annual Maintenance Contract (AMC) of Fire Hydrant System Installed at Lucknow Centre at the following locations-
- a) SBI LHO Building, Hazratganj Lucknow
 - b) SBILD Lucknow & LCPC/DAC Lucknow
 - c) Executive Enclave Janakipuram, Lucknow

BUYER NAME	State Bank of India
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, Ahmadabad - 380 006. Gujarat State, India Tel.:- PH. NOS. : +91 79-6813 6824/11/13/63/66//19 Fax:- 91 - 079 – 40016876
DATE & TIME OF ON-LINE PRICE BID	Submission of On-Line Price Bid: From 11.12.2023 to 18.12.2023 by 03:00 PM Date of opening on 18.12.2023 at 04.00 PM
DOCUMENTS ATTACHED	i) Notice Inviting Tenders (NIT) ii) Business rule for finalization of tender iii) Terms & conditions of E-Tendering iv) Process Compliance Statement (Annexure I) v) TERMS & CONDITIONS OF THE CONTRACT vi) SPECIAL CONDITIONS OF THE CONTRACT vii) Bid Confirmation (Annexure –II) ix) installation work terms & conditions xi) Contact Information.



A. Procedure of “E-TENDERING PROCESS”:-

The On-line Price Bid e-tendering will be conducted on the basis of “Minimum Wages” as per labour laws norms by adopting the following broad process flow as under :-

1. For the proposed e-tendering process, already empanelled vendors for the said purpose who fulfil all terms and conditions including deposit of Earnest money amount only shall be eligible to participate.
2. SBI 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. SBI will inform the 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. Vendors have to e-mail 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. The lowest bidder has to e-mail the duly signed filled-in prescribed format as provided on case-to-case basis to SBI through service provider within 24 hours of completion of auction without fail.
8. 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.
9. For the proposed e-Tendering Process, who qualified in Technical Bids only their Price Bid will be opened.
10. SBI will engage the services of a service provider **M/s e-Procurement Technologies Pvt. Ltd, Ahmedabad (ETL)** who will provide all necessary training and assistance before commencement of on line bidding on Internet.
11. SBI will inform the vendor in writing, the details of service provider to enable them to contact and get trained.



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12. Business rules, tender details, event date, time etc. will be communicated through service provider for compliance in addition to uploading the same in Bank's website.
13. Bidders have to send the duly signed Process compliance form in the prescribed format (provided by service provider), On-line Payment details for Tender Fee and Earnest Money Deposit within the stipulated date & Time as Technical Bid, failing which, the vendor/contractor will not be eligible to participate in the price bid event.
14. The lowest bidder has to send e-mail the duly signed filled-in prescribed formats as provided on case-to-case basis to SBI within 24 hours of completion of E-Tendering without fail.
15. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with SBI as per prevailing procedure.
16. **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.
17. **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 executed the work, SBI and / or ETL shall take action as appropriate.
18. E-TENDERING TYPE: **Online Price Bid.**
19. E-TENDERING WINNER: At the end of the Price Bid, who quoted the lowest Grand Total Price (L1 Price) as mentioned above in will be the winner.
20. 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.



B) OTHER TERMS & CONDITIONS:

- i. I / We agree to keep the tender open for 90 days from the due date of submission thereof and not to make any modifications in the terms and conditions.
- ii. The Security Deposit will be deposited by way of STDR / FDR / BG for 2 % of accepted "Annual Contract Value" less the EMD as Security Deposit (SD) valid for 13 months in favour of The Asst. General Manager- Premises & Estate Deptt., LHO Lucknow.
- iii. In case a bidder backs out for any reason during the validity period of the tender, the EMD shall be forfeited without making further reference / communication.
- iv. The bidders should submit a copy of all the valid certificates.
- v. The successful bidder has to execute a stamped agreement with bank for AMC service at the cost of the bidder.
- vi. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders.
- vii. The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- viii. SBI's decision on award of Contract shall be final and binding on all the Bidders.
- ix. SBI along with ETL can decide to extend, reschedule or cancel any E-Tender. Any changes made by SBI and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- x. ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- xi. 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.
- xii. I / We hereby agree: -
 - To abide by and fulfil all the terms and provisions of said conditions annexed hereto and all the terms and conditions contained in notice inviting tenders so far as applicable and / or default thereof, to forfeit and pay to the Bank, sum of money mentioned in the said conditions.
 - If I / We fail to commence the service specified in the above Memorandum, I / We agree that the said Bank, shall, without prejudice to any other right or remedy, be at liberty to forfeit, to get forfeited the said amount of Security Deposit.
 - To execute all the services referred to in the Tender Documents up to the terms and conditions contained and referred to therein.



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I / We agree that in case fail to commence the services specified in the above Memorandum an amount equal to the amount of the Security Deposit mentioned in NIT shall be absolutely forfeited by the Bank.

Dated the _____ Day of _____ 2023

Signature of the contractor _____

Address: _____

NOTE:

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



TERMS & CONDITIONS OF THE CONTRACT

GENERAL INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work: Inviting Online Price-Bid for-

- i) Fire Pump & Domestic Pump Operation installed at LHO, and**
- ii) Annual Maintenance Contract (AMC) of Fire Hydrant System Installed at Lucknow Centre at the following locations-**

- a) SBI LHO Building, Hazratganj Lucknow**
- b) SBILD Lucknow & LCPC/DAC Lucknow**
- c) Executive Enclave Janakipuram, Lucknow**

2.0 Tender Documents

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

- a) Instructions to tenderers
- b) General Conditions of Contract
- c) Special Conditions of Contract
- d) Technical Specifications
- e) Price 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 Tenderer

2.3 The tender documents are not transferable.

3.0 Site Visit

The tenderer must obtain himself on his own responsibility and his own expenses all information and data which 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



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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 Deposit (EMD):-

4.1 **Earnest Money Deposit (EMD): Rs. 11,000.00 (Rupees eleven thousand only)** to be deposited in form of DD/Banker's cheque drawn on any National / scheduled Bank in favour of "**Assistant General Manager, Premises & Estate Department, State Bank of India, Local Head Office , Lucknow**" and payable at Lucknow. MSE / Start up units (In the same category) having valid registration certificate issued by competent Govt. authority will be exempted on submission of the same.

4.2 No interest will be paid on the EMD.

4.3 EMD of unsuccessful tenderers will be refunded within 30 days of award of Contract.

4.4 EMD of successful tenderer will be retained and adjusted with Security Money.

4.5 The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI, the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

5.0 Security Deposit: - The successful Contractor whose tender is accepted by the Bank shall have to deposit a sum equivalent to 2 % of accepted "Annual Contract Value" less the EMD as Security Deposit (SD) in the form of DD/STDR/ FDR / BG issued by any Nationalized / Scheduled Bank favoring "The Assistant General Manager (Premises & Estate) Lucknow", valid for 13 months i.e. 1 month after the expiry of contract and for the another thirteen months at the time of renewal, if any.

6.0 No interest shall be paid to the amount retained by SBI as a 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 within 7 days from the receipt of intimation of acceptance of his tender by SBI. However, the written acceptance of the tender by the Bank will constitute a binding agreement between SBI and successful tenderer whether such formal agreement is subsequently entered into or not.



8.0 Contract Period

One year w.e.f. issuance of work order, and will be extended further subject to review of performance after completion of first year.

9.0 Validity of Tender

Tenders shall remain valid and open for acceptance for a period of three months from the date of E-Tendering Process. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

10.0 Liquidated Damages

The liquidated damages shall be 0.5% of the accepted tendered cost per week subject to a maximum of 5% of contract value.

11.0 Tendered Rates and Prices

11.1 The tenderers shall quote their rates for individual items through online submission in the Price Bid as per the attached BOQ of this tender. The rate quoted shall be firm and shall include all costs of labour, material, allowances, taxes if any (other than GST) as may be applicable. No extra claims / PVA by any means due to increase rates etc. will be entertained. Bank will only pay GST in addition to quoted rates



Form of Tender

To

**The Assistant General Manager,
Premises & Estate Department,
First Floor SBI LHO Building,
Motimahal Marg Hazratganj
Lucknow-226001.**

Dear Sir,

Re:

1. I/We refer to the tender notice issued by the Bank for work at SBI LHO Lucknow in connection with the above.
2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, conditions of contract, specifications, percentage offered price in the bill of quantities applicable for all the items uniformly.
3. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions. Subject to above, I/We do hereby agree, should this tender be accepted in whole or in part, to:
 - a) Abide by and fulfil all the terms and provisions of the said conditions annexed hereto.
 - b) Execute the AMC works as per scheduled provided by the Bank.
4. I/We have deposited the Earnest money deposit to the Bank along with Technical Bid and also submitted Process Compliance form confirming our acceptance of all the tender terms & conditions stipulated in the tender. I/We note, the Earnest Money Deposit will not bear any interest and is liable for forfeiture:
 - i) If our offer is withdrawn within the validity period of acceptance.
Or
 - ii) If the Contract is not executed within 10 days from the date of receipt of the letter of acceptance.
Or
 - iii) If the work is not commenced within 10 days after issue of work order or handing over of site whichever is later.
5. I/We understand that you are not bound to accept the lowest or any tender you receive.



6. Name of Partners/Directors of our Firm:

- i)
- ii)
- iii)

Yours faithfully

Signature:

Designation:

Name of Partner/Director of the firm authorized to Sign or Name of person having power of attorney to sign the contract (Certified true copy of Power of Attorney should be attached)

Signature and address of witness

a) Signature:

Name:

Address:

b) Signature:

Name:

Address:

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India (Client) and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

1.2 “Employer” shall mean State Bank of India (client) having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and includes the client’s representatives, successors and assigns.

1.3 ‘The Contractor’ shall mean the ----- (name of the contractor) undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.



- 1.4 The expression 'works' or 'work' shall mean the permanent or temporary work described in the 'Scope of Work' and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.
- 1.5 'Engineer' shall mean the representative of the SBI.
- 1.6 'Drawings' shall mean the drawings prepared by the employer and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time '
- 1.7 'Contract value' shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- 1.8 'Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the employer.
- 1.9 "Month" means calendar month.
- 1.10 "Week" means seven consecutive days.
- 1.11 "Day" means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

2.0 Language

The language in which the contract documents shall be drawn shall be in English. All communications by employer & Contractor will be in English

3.0 Errors, Omissions and Discrepancies

In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc, the following order shall apply.

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the latter shall be adopted.
- iv) In case of difference between rates written in figures and words, the rate in words shall prevail.



- v) Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.

4.0 Scope of Work

The contractor shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Employer

5.0 Letter of Acceptance

Within the validity period of the tender the Employer will issue a letter of acceptance by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the Employer and the contractor.

5.1 Contract Agreement: On receipt of intimation of the acceptance of tender from the Employer the successful tenderer shall be bound to implement the contract and within seven days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

6.0 Ownership of drawings:

All drawings, specifications and copies thereof furnished by Architects/ Consultants (if engaged) are the properties of the SBI. They are not to be used on other work.

6.1 Detailed drawings and instructions: The Architects/ Consultants (if engaged) shall furnish with responsible promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor is to prepare a detailed program schedule including therein the date of start and completion of various activities on receipt of the work order and submit the same to SBI through the Architect/ Consultant (if engaged).

7.0 Copies of Agreement

Two copies of agreement/tender document duly signed by both the parties with the drawings shall be handed over to the contractors.

8.0 Liquidated Damages

If the contractor fails to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a



liquidated damages at the rate of 0.5% of the contract value per week subject to a maximum of 5% of the contract value.

9.0 Materials, Appliances and Employees

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or any one not skilled in the work assigned to him. Workman whose work or behaviour is found to be unsatisfactory by the SBI/ architect/ consultant he shall be removed from the site immediately.

10.0 Permits, Laws and Regulations

Permits and license required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing under intimation of the Architect/ Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

11.0 Setting out Work

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the bank before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the bank the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the SBI.

12.0 Protection of works and property

The contractor shall continuously maintain adequate protection. Of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the work and shall comply with all applicable provisions of Govt. and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property on, about or adjacent to his place of work. The contractor shall take insurance covers at his



own cost. The policy may be taken in joint names of the contractor and the SBI and the original policy may be lodged with the SBI.

13.0 Inspection of work:

The SBI/ Architect /Consultant or their representative shall at all times have access to the work site and / or to the workshop, factories, or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBI, Architect/ consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI /architect/consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI/architect/consultant except the representative of public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization, a wing of central Vigilance commission.

14.0 Assignment and subletting

The whole of work included in the contract shall be executed 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 during its progress.

15.0 Quality of Materials, Workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the last empanelment exercise and in accordance with architect/consultant(if engaged) instructions and shall be subject from time to time

16.0 Obtaining Information related to execution of work

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfilment of contract.

17.0 Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Employer may consider necessary until the expiry of the defects liability period, stated hereto.

18.0 Work by other agencies

The SBI/ Architect consultant reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not



allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be provided any plant or material for the execution of such work except by special arrangement with the SBI. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract

19.0 Insurance of Works

Contractor will have to obtain the following insurance covers for the full tenure of the work to cover risks detailed in the following pares/clauses:

- i) Contractor's All Risk Policy including third party compensation as detailed below.
- ii) Workmen Compensation Policy.

20.0 Damage to persons and property: The contractor shall, except if and so far as the contract provides otherwise indemnify the Employer against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to :

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of Employer to execute the works or any part thereof, on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the Employer, their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the Employer , their employees, or agents or other employees, or agents or other contractors for the damage or injury.

21.0 Contractor to indemnify Employer: The contractor shall indemnify the Employer against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause of this clause.

22.0 The contractor shall fully indemnify and keep indemnified the Employer against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in



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respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against Employer in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Consultant in this behalf.

23.0 Third Party Insurance

23.01 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 26.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 26.0 thereof.

23.02 Minimum Amount of Third Party Insurance

Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the SBI/Consultant the policy or policies of insurance cover and receipts for payment of the current premiums

23.03 The minimum insurance cover for physical property, injury, and death is Rs.5.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

24.0 Accident or Injury to Workmen

24.01 The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the Employer or their agents, or employees. The contractor shall indemnify and keep indemnified Employer against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto

24.02 Insurance against accidents etc to workmen: The contractor shall insure against such liability with an insurer approved by the Employer during the whole of the time any person employed by him on the works and shall, when required, produce to the Employer such policy of insurance and receipt for



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payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that Employer is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Employer when required such policy of insurance and the receipt for the payment of the current premium.

24.03 Remedy on Contractor's failure to insure: If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

24.04 Without prejudice to the other rights of the Employer against contractors, in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the Employer and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

25.0 Commencement of Works

The date of commencement of the work will be reckoned as the recorded date of handing over site or 10 days from the date of issue of letter of acceptance of the tender by the Employer whichever is later.

26.0 Work during night and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or holidays without the permission in writing of Architect/ consultant /SBI, save when the work is unavoidable or absolutely necessary for the saving of life of property or for the safety of the work in which case the contractor shall immediately advice the Architect/ consultant. However the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required/ continued with the prior approval of the Architect/ consultant/SBI at no extra cost to the SBI.



All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

27.0 No compensation for restrictions of work

i) If at any time after acceptance of the tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any work to be carried out. The Architect/consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly. In the matter, the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

ii) Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect/ Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

iii) In case of such stores having been issued from SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into considerations and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in his respect the decision of Architect /consultant/SBI shall be final.

28.0 Suspension of work

i) The contractor shall, on receipt of the order in writing of the SBI (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as SBI may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- a) On account any default on the part of the contractor, or
- b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
- c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Consultant.

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:



The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

29.0 Action when the whole Security Money is forfeited

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his **Security Money** the Employer shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI.

- a) To rescind the contract (of which rescission notice in writing to the contractor by the Employer shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of Employer.
- b) To employ labour paid by the Employer and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Employer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Employer as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Employer shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by Employer under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the Employer the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Employer will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.



30.0 Bank's Right to Terminate the Contract

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfil the contract, and to give security therefore if so required by the Employer.

Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the Employer through the Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under.

- a) Has abandoned the contract; or
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the Employer written notice to proceed, or
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the Employer that the said materials were condemned and rejected by the Employer under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the Employer instructions to the contrary subject any part of the contract. Then and in any of said cases the Employer may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Employer or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the Employer, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads, use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or



thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the Employer shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the Employer sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the Employer incidental to the sale of the materials etc.

31.0 Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes relating 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 Architect(if engaged) 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 Assistant General Manager (Premises& Estate) and endorse a copy of the same to the Architect(if engaged), 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 contractor shall not be entitled to raise any claim nor shall the Bank 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 Assistant General Manager (Premises& Estate) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Premises& Estate) in writing in the manner and within the time aforesaid.
- ii) The Assistant General Manager (Premises& Estate) 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 Assistant General Manager (Premises& Estate) submit his claims to the conciliating authority

namely the Circle Development Officer for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises & Estate).

- 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 of the Bank for appointment of an arbitrator to adjudicate the notified claims failing 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 Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. 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. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- v) 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 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 statutory modification or re-enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer. 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 fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) 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.



32.0 Maintenance of registers

The contractor shall also maintain the records/ registers as required by the Bank/Govt Authorities from time to time.

33.0 Price Variation

No price variation shall be applicable in this contract.

34.0 Force Majeure

34.1 Neither contractor nor SBI/Employer shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

34.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

34.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

34.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

35.0 Local Laws, Acts, Regulations

The contractor shall strictly adhere to all prevailing labor laws inclusive of contract labor (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labor legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

- i) Minimum Wages Act, 1948 (Amended)
- ii) Payment of Wages Act 1936 (Amended)
- iii) Workmen's Compensation Act 1923 (Amended)
- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- v) Apprentice Act 1961 (Amended)
- vi) Industrial Employment (Standing Order) Act 1946 (Amended)



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- vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- ix) Shop and Establishment Act
- x) Any other Act or enactment relating thereto and rules framed there under from time to time.
- xi) Indian Electricity Act
- xii) Tariff Advisory Committee Manual

36.0 Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Employer. The contractor shall also report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

**SPECIAL CONDITIONS OF CONTRACT**

NAME OF THE WORK: Annual maintenance contract (AMC) of **Fire Suppression/Hydrant System** installed at SBI premises at different locations.

1. **SCOPE OF WORK:** Details of the **Parts of the Fixed Fire Fighting / Water Suppression system installed:** (quantity and specifications may be edit as per requirements)

(a) Fire Fighting System Installed at LHO Building

S.No.	Items Particulars	Quantity Installed
1	Electric Fire Pump for Hydrant & Wet Riser (75 KW-1482 RPM-3018LPM)	01
2	Electric Fire Pump for Sprinkler System (Basement) (75 KW-1482 RPM-2280 LPM)	01
3	Main Diesel Pump, 105 BHP-2800 LPM	01
4	Jockey / Pressure Pump, (15 KW-160 LPM)	02
5	Main Control Panel for all the above	02
6	Pressure Switches	21
7	Fire Brigade Inlet with four heads	01
8	Sprinkler System installed at Basement	634 Heads
9	Landing valve (2-way) with hose Boxes containing 63 mm dia Hose Reel, Hose pipe with short Branch	35
10	Yard Hydrant(1-way) with hose Boxes containing 63 mm dia, Hose pipe with short Branch	06
11	Pressure Gauge	26
12	Allied Machinery Components such as valves like Bal Valve, Sluice Valve, Non-Return Valves, Air Release Valve and MS Piping Network
13	Fire water tank 300 KL (underground)	01

(b) Fire Fighting System Installed at SBILD/LCPC/DAC Building (Pump Operation with other Agency)

S.No.	Items Particulars	Quantity Installed
1	Electric Fire Pump for Hydrant & Wet Riser (1400 LPM)	01
2	Main Diesel Pump, (1600 LPM)	01
3	Jockey / Pressure Pump, (160 LPM)	01
4	Terrace Pump (450 LPM)	01
4	Main Control Panel for all the above	01
5	Pressure Switches	03
6	Fire Brigade Inlet with four heads	01
7	Landing Valve (1-way) with hose Boxes containing 63 mm dia Hose Reel, Hose pipe with short Branch	08
8	Yard Hydrant (1-way) with hose Boxes containing 63	09

	mm dia, Hose pipe with short Branch	
9	Pressure Gauge	03
10	Allied Machinery Components such as valves like Bal Valve, Sluice Valve, Non-Return Valves, Air Release Valve and MS Piping Network
11	Fire water tank 50 KL (underground) + 5KL (Terrace)	01

(c) Fire Fighting System (Down-Comer) at Executive Enclave Jankipuram

S.No.	Items Particulars	Quantity Installed
1	Terrace Pump, (15 KW-450 LPM) with Control Panel	01
2	Pressure Switches	01
3	Pressure Gauge	
4	Fire Brigade Inlet with two heads	01
5	Landing Valve (1-way) with hose Boxes containing 63 mm dia Hose Reel, Hose pipe with short Branch	03
6	Allied Machinery Components such as valves like Bal Valve, Non-Return Valves, Air Release Valve and MS Piping Network
7	Fire water tank 5KL (Terrace))	01

A. WORK DETAILS:

- i. Scope of work in Annual Maintenance Contract shall include checking, cleaning, repairing, maintenance, and painting of complete water suppression system at the site to ensure 24x7 operation of the system. The system shall be maintained on “**AS IS WHERE IS**” basis.
- ii. During the currency of the contract, the firm will attend to any number of break-down calls without any additional charges and any break down will be repaired **within 24 hrs.** For this purpose, communication by any means e.g. **Letter, Email, SMS, Instant Messages, Mobile Phone Calls etc.** which are independently logged will be considered sufficient and the vendor shall have no right to insist on any particular form of communication. For all Electronic Forms of communications the time of sending shall also be considered as time of receipt by the vendor unless the vendor is able to prove delayed receipt of such communication.
- iii. Any part required to be replaced shall be genuine and from Original Equipment Manufacturer (OEM).
- iv. Firm will provide a trained worker for 24 hrs in shift for carry out complete maintenance work to keep the system operational and neat & cleans and also to meet the any eventuality.
- v. The firm will follow all rules & regulation in force and should possess valid license for employing labour/worker and also follow all safety measures, labour bylaws and shall be solely responsible for any lapse.
- vi. Any break down will be attended immediately and repaired within a maximum of three days' time if necessary, by replacement of parts worth less than Rs. 2000/- (Two thousand only) without any extra cost paid by the Bank.



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- vii. For parts worth more than Rs. 2,000/-, the vendor will be reimbursed by the Bank and No any extra cost such as installation, labour etc will be paid.
- viii. All the accessories related to the Fire Suppression System will be painted once in a year with ISI marked paints the color code (RED POST OFFICE BOX) will be maintained.
- ix. Oiling, greasing of all movable parts wherever required are to be carried out on a fortnightly basis.
- x. Pump Room will be maintained dry and clear of dirt/sludge.
- xi. The visors/glasses on all the hose boxes will be kept clean and replaced, if necessary.
- xii. All allied electric panels both HT and LT will be kept well maintained and operational

B. FIRE PUMP TESTING (ON MONTHLY BASIS)

- i. Test (s) shall be conducted to determine the delivery head flow KWH and BHP of the pumps. All leaks, pressure dropping and defects in the joints, tees, elbows, valves etc revealed during the test shall be rectified. The pumps shall also be tested for its desired performance and function by opening hydrants valves on each floor/yard separately and floor landing. The starting and cutting out pressure setting of starting device shall also be checked for its correct operation.
- ii. Maintain all pumps joints, piping valves, accessories, pipe connections, electrical wiring motor (s) and motor control panels. The following test results shall be recorded in a separate logbook and countersigned by us.
 - a) Spare parts provided by the company (as and when required) should be of BIS specifications, ISI marked and of superior quality standards.
 - b) Polishing of all brass parts.
 - c) At the time of opening any valve in the system (in case of leakage or pressure drop also) the electric pump should start automatically/manually for which the MCC and pressure vessels to be checked and maintained.
 - d) Empty the whole system once in every three months.
 - e) Check all hydrant valves. Also, check that all suction and delivery connections are properly functional.
 - f) Test run and check rotation of each motor and correct the same if required.
 - g) Fire Brigade inlet connection to be checked.
 - h) Greasing of pump bearings, changing of packing ropes, and adjust the glands.
 - i) All gauges to be tested and readings to be recorded.
 - j) Once **in three months** hose pipe drill to be carried out. The hose pipes 63mm dia (RRL/Non-percolating/CP) to be tested. Check each landing valve male female couplings and branch pipes for compatibility with each other.

C. FIRE HYDRANTS SYSTEM (ON MONTHLY BASIS):-

- a) **Hydrants valve:** Brass polishing regular replacement of the packing rope of spindle rubber washer gasket etc. greasing and leakage asserting.
- b) **Hose Reel:** - hose reel nozzle and stop valve cleaning polishing, leakage arresting of nozzles free motion of handle. Application of chalk powder to the rubber hose reel winding and rewinding of the hose reel (changing faces)
- c) **Butterfly Valve/Sluice Valve:** -Regular cleaning of deposits/scales on the wedges flaps gates changing of packing rope changing of the gasket changing of rusted nuts and bolts greasing and leakage arresting.
- d) **Non-return valve:** Regular cleaning of deposits/scales on the wedge. Inside flaps etc. changing of rubber gaskets and leakage arresting.
- e) **Air Release valve:** -Cleaning greasing of spring adjustment of spring tension etc.
- f) **Pressure switches:** -Testing of pressure switches.
- g) **Control panel:** -Testing of control panel for pumps for all functions and the readings to be recorded in the logbook.
- h) Open hydrant valve and allow the water to flow into the firewater tank in order to avoid wastage of water the main fire pump should start at the pre-set pressure.
- i) The entire hydrant opening should be pressure tested and same should be logged in logbook.

D. TESTING OF ELECTRICAL PANELS & STARTER (ON MONTHLY BASIS) :-

- a) Operation of all instruments and meters provided on the electrical panel board.
- b) Tightening of all electrical contacts on quarterly basis.

E. PIPE WORK (ON MONTHLY BASIS):-

- a) Check the entire clamp supports provided for the pipes.
- b) Check rusting of pipes from within / outside at joints.
- c) Painting of MS pipes as and when required as per **Indian standard fire red colour.**



MAINTENANCE OF WATER SUPPRESSION SYSTEM
INSTALLED AT SBI LHO LUCKNOW

A. PUMP ROOM (Monthly)

S.N O	Scope of Work	Checking Status (Y/N)	Date of Checking	Remarks (If any)
1.	Cleaning of pumps thoroughly			
2.	Checking of all pump joints for leakage / Corrosion			
3.	Checking of Valves			
4.	Greasing of Valves			
5.	Greasing of pump beatings			
6.	Changing of Packing ropes			
7.	Adjustment of Glands			
8.	Testing of all gauges			
9.	Polishing of all brass/metal parts			
10.	Leakage of Pressure,			
11.	Electrical Panel testing, wiring, tightening of fuses			
12.	Repairing of foot valve			
13.	Starter function for Motor			
14.	Test run and check rotation of each motor and correct the same if required			



B. Fire Hydrant (On Daily Basis) /Sprinkler System Installed (Monthly)

S.NO.	Scope of Work	Checking Status (Y/N)	Date of Checking	Remarks If any
1.	Fire Brigade inlets			
2.	Landing Valves & Hose Reels at the floors			
3.	Hydrant Points			
4.	Sprinkler System			

Name of Worker: _____ Signature: _____

Date: / /2023

Fireman

CRO

Fire Officer



FLOOR WISE TESTING OF HYDRANT POINTS / BOXES (Daily Basis)

S. NO.	Scope of Work	1	2	3	4	5	6	7	8	9
1.	Cleaning of Interior of Hydrant Box,									
2.	Metal polishing/ Brasso of all metallic parts									
3.	Checking of all hydrants valves									
4.	Unwinding /winding of Hose reel									
5.	Checking of leakage/ twist in hose reel Drum/ smooth operation of Hand Valve									
6.	Checking of Wet-riser Valve for their smooth operation									
7.	Cleaning of Interior of Hydrant Box,									
8.	Checking of all Landing valves									
9.	Any other work									

Date of Checking: _____

Checked by: _____

Signature: _____

Date: / /2023

.....

Fireman

.....

CRO

.....

Fire Officer



**MAINTENANCE OF FIRE HYDRANT SYSTEM
INSTALLED AT LHO (MONTHLY CHECKS)**

S. NO.	Scope of Work	Checking Status (Y/N)	Date of Maintenance	Remarks If any
1.	Butterfly Valve/slucice Valve: Regular cleaning of deposits /scales on the wedges flaps gates changing of packing rope changing of the gasket /changing of rusted nuts and bolts, greasing and leakage arresting			
2.	Non Return Valve: Regular Cleaning of deposits/ scales on the wedges, inside flaps etc, Changing of rubber gasket and leakage arresting			
3.	Air release Valve: Cleaning, greasing of spring adjustment of spring tension etc			
4.	Pressure Switches: Testing of Pressure switches			
5.	Testing of Electrical Panels & Starter: operation of all instruments and meters provided on the Panel and Tightening of all electrical contacts			
6.	Pipe work: check the entire clamp supports provided for the pipes, check rusting within/outside at joints.			
7.	Painting of all water pipes (Double coat) wherever required with Indian Standard Red Colour.			
8.	Hydrant Valve: Brass Polishing regular replacement of the packing ropes of spindle rubber washer gasket etc , creasing and leakage asserting			
9.	Hose Reel: Hose reel nozzle and stop valve cleaning, polishing, leakage arresting of nozzles free motion of handle. Application of Chalk Powder to the rubber hose reel winding and rewinding it by changing the faces.			
10.	Marking of Hose Boxes/Yard Hydrants			
11.	Testing of Flow Switch of Sprinkler System as well as sprinkler Head at the floors and its control valves /Pressure gauge			



12.	Electric Fire Pump for Hydrant & Wet Riser (75 KW-1482 RPM-2800 LPM)			
13.	Electric Sprinkler Pump for Sprinkler System (Basement) (75 KW-1482 RPM-2280 LPM)			
14.	Main Diesel Pump , 105 BHP-2800 LPM			
15.	Jockey / Pressure Pump , (15 KW-160 LPM) for Sprinkler line			
16.	Jockey / Pressure Pump , (15 KW-160 LPM) for Wet Riser & Yard Hydrant			
17.	Any Others			

CERTIFICATE:

The above checks/maintenance has been carried out as per laid down procedure of AMC and mentioned details (01 to 15)

Monthly Check task carried out from (Date) _____ to

Checked by: _____

Signature: _____

Date: / /20.....

Fireman

CRO

Fire Officer



3. Other Conditions

- a) The checking and testing should be carried out by your qualified & experienced workers/ only.
- b) Company representative will carry company's issued identity card in original, a copy of AMC allotment letter.
- c) Log Book / record should be maintained and the same should be put up to the Fire Officer /Head of the Department for their signature. The date & working of the system will be recorded in the register/log book provided for it.
- d) In case of any break down (minor/major) your engineer/worker should be deputed for rectifying the system immediately. Besides, the agreed scope of service, your service engineer/worker will be required to attend to any number of breaks down calls during the period of this contract, free of charge including the cost of material required as and when we intimate to your firm about the break down.
- e) As per instructions from our office you will depute your service engineer/worker to be associated with our designated personnel to jointly arrange a mock fire drill to see the reactions of the security/other staff as to how they behave under emergency conditions of fire.
- f) If any recommendations/suggestions for the improvement of the system, should be brought to the notice of Fire Officer/Head of the Department. If any alteration or addition is to be made, prior permission should be obtained and inventory to be made in the concerned book/log book. However, in case any materials (spare parts) are required to be replaced, it should be done with the prior permission of Fire Officer/ Head of the Department.
- g) The repairs/servicing of the system/equipment's shall be carried out to the entire satisfaction of the Bank's Fire Officer/ Head of the Department.
- h) The repairs/servicing of the system/equipment's shall be done as per the guidelines of the respective manuals of the manufacturers.
- i) The spare parts used for the repair/servicing of the all systems shall be of the original make of the system. Any damage caused to the system due to the use of spurious parts etc. shall be recovered from the contractor if at all used as recommended by him.
- j) In case if the spare parts/components accessories supplied and to be used for replacement or repair/servicing of the system/equipment should be brought for verification by Fire Officer. After the satisfaction/approval of the Fire Officer/ Head of the Department, the spare parts can be used for repairs/replacement.
- k) All disputes arising out of or connected with this contract shall be deemed to have arisen in Lucknow City only, under the jurisdiction of the courts of Lucknow.
- l) The firm or its employees undertaking the work to maintain total and complete secrecy and assure not to communicate or allow to be communicated to any person or divulge in any matter/information relating to the ideas, concepts, know-how, techniques, data, facts, figures, and all information what so ever concerning, relating to the bank and its affairs to which the employees have the access and the employer shall also execute letters of fidelity and secrecy in such form as may be prescribed by the bank and the firm nearby guarantees the fidelity and secrecy on behalf of its employees.
- m) Firm shall, under no circumstances, be allowed any enhancement of rates during the contract period from the date of signing of the contract. The rates accepted are inclusive of labour, transportation, and exclusive of all taxes as applicable



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and no extra or additional charges other than the ones quoted in the respective tenders shall be allowed. It is also made clear that firm completely indemnify the bank against such dues and/or any claims made by any stator authority subsequently, and to settle all such claims shall remain firm's responsibility.

- n) The vendor shall attend to any other unforeseen, reasonable requirement of the Bank within the overall framework of the contract, which may arise during the course of operations/currency of Contract.
- o) Any work which is not in the scope of this if deemed necessary the Bank may be arranged by at its own cost. Any difficulty faced by the contractor in execution of this contract shall be brought to the notice of Assistant General manager (P&E)/Fire Officer without any delay.
- p) Notwithstanding any condition stipulated above, the Bank shall have the right to instantly revoke / cancel the said contract, partially or fully, on the grounds of proven deficiencies, inability or unwillingness failure in fulfilling the contractual obligations, as the Bank reserves the right to terminate/cancel the contract and its sole discretion with liability to pay only for the equipment's supplied and installed at its entities.
- q) The Vendor shall make his own arrangement for the engagement of all labour and shall be responsible for regulating their service and work conditions in conformity with all Acts, Regulations, Rules or Order of Competent Authority under relevant laws in force during the Warranty period. Vendor shall indemnify the Bank from all claims relating to Workers/Staff/Sub-Contractor's Salaries, Wages, Overtime, Leave, Provident Fund, ESI, Medical Facilities, Gratuity, Bonds or any other claim as applicable and stipulated in any Statutory provisions, rules or order of Competent Authority.
- r) **The contractor shall be responsible for any injury/damage to workmen, persons (including third person), material or things and for all damages to installation being operated and/or under upkeep or any part of the building or any other system or material thereat consequential to the contractor carrying out their work. The contractor shall from start of work indemnify the employer (Bank) from any responsibility or claim in respect of injury or damage consequent upon such claims.**
- s) Bank shall not be liable for any compensation in case of any injury, death caused to any of the contractors employees while performing/discharging their duties/visiting Bank premises for inspection or otherwise. By entering in to the contract with the Bank, contractors shall completely and absolutely indemnify Bank on this count.
- t) **Notwithstanding anything else mentioned elsewhere in tender documents, the contractor will have comply with minimum wages stipulations as notified time to time by the labour commission(central).Payment of wages should be invariably online to workmen bank account for the purpose. Any less payment from minimum wages (central) with EPF and ESI in any month shall be treated as default and maximum penalty of Rs 50,000-00 will be imposed for said month. Each work should have a UAN (Universal Account Number) which should be attached to the account to which wages are paid as well as for EPFO, ESIC purpose.**
- u) The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith on Non judicial stamp

paper of RS 100/- within 15 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer irrespective of whether such formal agreement is subsequently entered in to or not.

- v) The contractor shall be responsible for any loss due to theft/pilferage of / damage to the Bank's property arising out of any act on part of the workmen engaged by the contractor for the job or the contractor himself. Contractor shall be liable to make good, compensate the Bank/resident of the colony for any of the aforesaid losses. Law of land shall govern as prescribed.
- w) The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc for executing the agreement with the Bank.
- x) Selection of L-1 will be decided on the basis of lowest quote in the price bid.
- y) The Bank does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason.
- z) The minimum wages in the price bid for unskilled are considered as per order of Chief Labour Commissioner file no 1/8(1)/2023-LS-II dated 26.09.2023 for Building operation, Electric Lines applicable for Class A city, Lucknow. The vendor has to quote only profit/ admin expenditure involve as per scope of work, stationary, uniform for employees etc.
- aa) All the statutory deductions shall be made as per applicable norms. GST shall be paid extra as applicable.
- bb) Price bids shall have three components, **Part-A** Minimum wages inclusive of EPF and ESI calculation for manpower required for the AMC work and **Part-B** is for Profit/admin charges inclusive Oiling / Greasing / Minor Repair / Welding / Painting / Numbering of Hydrant System wherever required of worth **Rs.2000/ per month**. Contractor has to quote in **Part-B** only and applicable and total amount will come in **Part-C**. **The details is as in Annexure-III (available in online mode only)**.
- cc) To arrive at L-1 on the basis of amount arrive in **Part-C** for AMC of the above services as per minimum wages acts. The bidder should fill only profit /admin charges in percentage (%) of Part-A only. **The profit and admin charges should not be abnormally high or abnormally low**. Bank may have the discretion to reject/accept the bid as submitted by the Bidder.
- dd) The rate shall include the cost of tools & tackle etc., all complete as required at site including necessary conveyance charges required to attend the complaints received from the user of the building etc., all complete as required at site as directed by the Bank's Engineer-in-Charge.
- ee) The tenderer must obtain for himself at his own responsibility and expenses, all the necessary information/documents including approvals, permission, risks, contingencies and other circumstances to enable him to make a proper tender and to enter into contract with the Bank, he must examine the specifications, conditions and seek whatever clarification he desires before submitting the tender documents.
- ff) The contractor shall not assign or sub-contract the benefits of this tender/contract to any other person.
- gg) The contractor would get the police verification of all his employees hired for the purpose and submit a copy to the Bank. List of employees with their Name, photograph, permanent address, local address, contact number will be deposited with the Bank. The staff will bear photo identity cards.



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- hh) The contractor shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. contributions, code on wages 2019, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, CL (R&A) Act, Essential Commodities Act, Migrant Labour Act and / or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government agency or authority, including T.D.S. as per I.T. Act, applicable from time to time.
- ii) The contract shall be **valid for 12 months only** and may be extended to another 12 months with same terms and condition subjected satisfactory performance of the vender and during the contract the bank shall have the right to terminate the same with one month's prior notice in writing without assigning any reason. No correspondence in this respect will be attended.
- jj) **Contract amount shall remain fixed for a period of one year and any increase in Minimum wages during contract that shall be borne by the contractor and payment to their personnel shall made as per minimum wages decided by Govt. However renewal shall be done after one year on minimum wages applicable at that time.**
- kk) The contractor shall, inter alia, ensure compliance of various Labour Law stipulations, as follows:

Payment of Wages

The contract labours engaged by the contractor shall not be paid less than the minimum wages as stipulated by Govt. from time to time. These wages are inclusive of payment for weekly rest days and shall be paid before expiry of the 7th day after last day of the wage period. The salary & benefits payable by the contractor to the workers should be either paid by cheque or are paid into their bank accounts directly.

Over Time Wages

The labours shall be paid overtime wages, if required to work for more than 8 hrs on any day or 48 hrs during a week, @ twice the above wages proportionately, for extra no. of hours worked. If asked to work on weekly rest day they shall be paid in addition to overtime wages.

Weekly Rest Day

- i) Each labour shall be allowed a day of rest every week provided he has worked for a continuous period of 6 days. If need be, weekly off may be staggered.
- ii) Weekly rest day shall normally be Sunday but contractor / contractor may fix any other day of the week as the rest day for any employee or class of employees.
- iii) Relieve arrangement on rest days to be made by the contractor.

Identity Card

Each labour engaged shall be issued identity card by the contractor having attested photo of the labour, date of birth, father's/husband's name, address, date of initial appointment, designation/category, rate of wages paid, name and address of person to be contacted in case of any emergency along with telephone no. etc.



Register of Contract Labour Engaged

A register of contract labours employed shall be maintained by the contractor with photographs duly attested, permanent residential address, date of birth, father/husband name, date of appointment, category, rate of wage, date of termination of service and reason there for in brief etc.

Miscellaneous

- i) The contractor shall submit a copy of details of contract labours engaged by him as well as copies of wage sheets after each periodical payment to the principal employer.
- ii) The principal employer or his authorized representative shall have authority to check whether the provisions of the agreement or labour laws applicable are being implemented/complied by the contractor or not. In case of non-compliance, the contractor shall be liable to pay penalty of Rs.1000/- on each occasion if not rectified within time stipulated.
- iii) The contractor shall declare and undertake that in case any liability pertaining to the contract labour/employees engaged by him for the aforesaid work, is to be discharged by the principal employer for any lapse or non-compliance of any provision of any labour/other laws, he will either reimburse the same to the principal employer or it shall be lawful for principal employer to deduct the same from any of his dues/money as may be payable.
- iv) The contractor/ service provider shall not employ any person below the age of 18 years.

4. VALIDITY OF CONTRACT PERIOD:

The contract shall be initially for a period of one year from the date of issuance of work order. However, the same will be renewed further, at the sole direction of the Bank, depending upon the performance of the firm. Bank have reserve the right to terminate the contract by giving one month's notice, without assigning any reasons.

5. MODE OF PAYMENT:

The company will produce the bill monthly of proportionate amount of total quoted value for the AMC subject to satisfactory report and recommendation of Bank's Fire Officer. Vendor has to pay the wages as per the minimum wages act to the his worker on monthly basis without fail and submit the details of payments to the worker engaged to this office along with invoice generated for the last month.

6. RECORD:

Worker will made suitable entry in the maintenance register. This will be made available in the Fire Officer/LHO Control Room. Schedule of visits & entry made by the worker will be monitored by the Fire Officer.

7. AGREEMENT:

An agreement will be entered between SBI and the Firms/Contractors as per bank's agreement prescribed format.



8. PUNITIVE ACTIONS:

- a. In case of company fails to abide by the terms and conditions of the Bank, punitive action may be initiated against him as per Bank's norms. Supply of substandard material/acts, contrary to the laid down norms, or on detection of any tendency to cheat the bank, the contract to the company will be cancelled without prior notice and firms will be black listed.
- b. Any loss/damage to the bank property and part of the Fire Hydrant System will be charged from the performance guarantee. Default in any services as stated above Bank's reserve the rights to forfeit the performance guarantee as deposited by the Firm/contractors.

9.0 Displaying the name of the work

The Contractor shall put up a name board of suitable size as directed by the architect/consultant indicating there in the name of project and other details as given by the architect /consultant at his own cost and remove the same on completion of work.

10.0 As built drawings:

- a. For the drawings issued to the contractor by the Architect/ consultant/SBI. The architect consultant will issue two sets of drawings to the Contractor for the items for which some changes have been made. From the approved drawings as instructed by the SBI/ Architect/ consultant. The contractor will make the changes made on these copies and return these copies to the architect/ consultant for their approval. In case any revision is required or the corrections are not properly marked the architect/ consultant will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and /or attend to discrepancies either on the copies as directed by the architect/ consultant and resubmit to him for approval. The architect/ consultant/SBI will return one copy duly approved by him.
- b. For the drawings prepared by the contractor. The contractor will modify the drawing prepared by him wherever the changes are made by the SBI/ Architect/ consultant. And submit two copies of such modified drawings to the architect/ consultant/SBI for approval. The architect/ consultant will return one of the approved drawings to the contractor.

11.0 Approved make

The contractor shall provide all materials of approved makes as accepted by the Bank's only.

12.0 Procurement of materials

The contractor shall make his own arrangements to procure all the required materials for the work. All wastage and losses in weight shall be to the contractor's account.



13.0 Tendered Rates / Amount

- a) **Bid Price** to be quoted in **Indian Rupees** only.
- b) **Bid Price** quoted should be all inclusive, excluding taxes.
- c) **Bid Price** quoted by the Vendor shall be fixed for entire period of contract
- d) **The vendors** should avoid quoting either **Abnormally High Rates (AHR)** or **Abnormally Low Rates (ALR)**.
- e) **However, Bank reserves the right to reject the price Bid and invite fresh Price Bids any time.**

14.0 Acceptance of tender:

The SBI shall have the right to reject any or all tenders without assigning any reason. They are not bound to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the SBI. However adequate transparency would be maintained by the SBI.

15.0 Government and Local Rules:

The Contractor shall conform to the provisions of all local byelaws and Acts relating to the work and to the Regulations etc. of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by the said Act, Rules, Regulations and byelaws etc. and pay fees payable to such authority/ authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking encroachment and restorations etc. and shall indemnify the Employer against such liabilities and shall defend all action arising from such claims of liabilities

Date:

Signature of company Director / Proprietor /
with seal

Place:



Annexure- I

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 Premises & Estate Department, LHO Lucknow through e-mail)

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: ONLINE PRICE BID FOR –

- i) Fire Pump & Domestic Pump Operation installed at LHO, and**
- ii) Annual Maintenance Contract (AMC) of Fire Hydrant System Installed at Lucknow Centre at the following locations-**
 - a) SBI LHO Building, Hazratganj Lucknow**
 - b) SBILD Lucknow & LCPC/DAC Lucknow**
 - c) Executive Enclave Janakipuram, Lucknow**

Dear Sir,

This has reference to the Terms & Conditions for “e-Tendering
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 SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-Tendering platform



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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 also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
6. We also confirm that we will send the e-mail the price confirmation of our quoted price as per Annexure II and the format as requested by SBI/ ETL.
7. We, hereby confirm that we will honour the Bids placed by us during the e-Tendering process.
8. **I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. 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 Specifications and understood the same and on the basis of the same I/We will quote our price in the E-Tendering.**

With regards

Signature with company seal

Date:

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:



Annexure II

To

**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: E- Tendering FORvide NIT No.....dated.....

Ref : 1. _____

2. e-tendering dt.

3. Our Offer No. dt.

Dear Sir,

We confirm that we have quoted.

1. -----
as our final lump sum prices during the e-tendering process conducted today.

The item wise detail rates are worked out as per the Price bid (Annexure-III) appended herewith.

Thanking you and looking forward to the valuable order from SBI.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:



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Annexure III

(AVAILABLE ONLY ONLINE MODE)