

Tender ID: SBIL-KOL-2025-09-CC-AV

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**STATE BANK OF INSTITUTE OF LEADERSHIP(SBIL),KOLKATA,PLOT NO.II
F/2,STREET NO.329,
ACTION AREA III,NEWTOWN,RAJARHAT,KOLKATA- 700160,WEST BENGAL**

NOTICE INVITING TENDERS (PERCENTAGE-RATE BASIS)

FOR

**SITC OF AUDIO-VISUAL & ALLIED WORKS FOR CONVENTION CENTRE OF STATE
BANK OF INDIA ON 6TH FLOOR OF ASHOKA BHAVAN AT STATE BANK
INSTITUTE OF LEADERSHIP (SBIL), RAJARHAT, KOLKATA, WEST BENGAL.**

PERTAINING TO

**PROPOSED CREATION OF CONVENTION CENTRE AT 6TH FLOOR OF ASHOKA
BHAVAN (ADMIN. BLDG.)**

AT

STATE BANK INSTITUTE OF LEADERSHIP (SBIL), KOLKATA

Commencement Date & Time of Tender: 09.09.2025 from 10:00 AM

Last Date & Time for submission of Tender: 07.10.2025 till 11:00 AM

Opening of e-Tender (Technical Bid): 11:30 AM on 07.10.2025

Tender ID: SBIL-KOL-2025-09-CC-AV

Date : 08.09.2025

Tender Submitted By:

Name of the Bidder:.....

Address for Correspondence:.....

.....e-Mail ID:.....

GSTIN: Date:.....

Note:

1. The bidders must possess valid Digital Signature Certificate (DSC) to participate in tendering.
2. Price Bids of only those bidders selected through prequalification will be opened for evaluation.
3. The successful bidder shall have to ensure, without any extra cost, meticulous compliance of protocols laid down by the Govt. with regard to COVID-19 during execution at site.

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SECTION – 1: NOTICE INVITING TENDERS

1.1 IMPORTANT EVENTS

Sl. No.	Particulars	Date
1	Advertisement of a brief Notice inviting Tenders in the following Leading Daily Newspapers – i) <i>The Times of India for English,</i> ii) <i>Prabhat Khabar for Hindi, and</i> iii) <i>Ananda Bazar Patrika for Bengali.</i>	09.09.2025
2	Website Publication of Tender in the Bank's website (www.sbi.co.in) and the e-Tendering System Portal https://www.tenderwizard.com/SBIETENDER	09.09.2025 to 07.10.2025
3	Online Submission of Technical & Price Bids as well as Submission of Physical Form of Technical Bid (<i>Spiral-bound bid & DD of EMD in a sealed envelope superscribing the Name of the Project</i>) at the below-mentioned office	07.10.2025 (*) up to 11:00 AM
4	Opening of Online Technical Bids	07.10.2025 (*) at 11:30 AM
5	Opening of Online Price Bids	(To be intimated to the prequalified bidders in due course)

(*) If the date is declared as holiday / lock-down, the stated activity will be performed on the next working day at the same time.

For any clarification / query in the matter, the undernoted official may be contacted with:

The Assistant General Manager (Admin.)

State Bank Institute of Leadership, Kolkata,
Plot No. II F/2, Street No. 329,
Action Area III, Newtown, Rajarhat,
Kolkata – 700 160, West Bengal.

Contact No.: +91 96747 10807

e-Mail ID: agmadmin.sbil@sbi.co.in

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1.2 e-TENDER NOTICE:

State Bank of India invites electronically sealed **Percentage-rate e-Tenders** under two-bids system (online Technical & Price Bids) from the contractors / firms of national repute, duly satisfying the set eligibility criteria as mentioned hereunder, through <https://www.tenderwizard.com/SBIETENDER>, the Bank's online e-Tendering System Portal. The details are furnished below –

S.NO	Particulars	Details
1	Name of work	Supply, Installation, Testing, Commissioning (SITC) of Audio-Visual works
2	Nature of Work	Proposed AV works from the System Integrators/Contractors for Supply, Installation, Testing, Commissioning (SITC) of Audio-Visual & Allied works for Convention Centre of State Bank of India on 6th Floor of Ashoka Bhavan at State Bank Institute of Leadership (SBIL), Rajarhat, Kolkata, West Bengal
3	Nature of Tendering Process	Online Bidding under two-bids system (Technical & Price Bids) – Prequalification of Bidders and Online Percentage-rate Tender
4	Prequalification (PQ) Criteria for Finalization of List of Bidders – Technical Parameters & Credentials	<p>Projects completed satisfactorily during the last 7 (seven) years ending on 31.07.2025, the project values of which should be either of the following:</p> <ul style="list-style-type: none"> ❖ <u>Three</u> similar completed projects costing not less than 40% of the estimated amount as in No. 6, i.e., ` Rs. 84.00 Lakhs each, <li style="text-align: center;">Or, ❖ <u>Two</u> similar completed projects costing not less than 50% of the estimated amount as in No. 6, i.e., `1.05 Crores each, <li style="text-align: center;">Or, ❖ <u>One</u> similar completed project costing not less than 80% of the estimated amount as in No. 6, i.e., `1.68 Crores. <p>Note: Definition of “Similar Work” is given on page no.17. All amounts are exclusive of GST as applicable.</p>
5	Prequalification (PQ) Criteria for Finalization of List of Bidders –	<ul style="list-style-type: none"> ● Average Annual Financial Turnover for the last 3 (three) consecutive Financial Years ending as on

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	Financial Parameters & Credentials	31.03.2025 has to be at least 30% of the estimated amount as in No. 6, i.e., `63 Lakhs ● Bank Solvency has to be at least `63 Lakhs
6	Estimated Cost put to Bid	Rs. 2,09,39,839 (Rupees: -Two Crores, Nine Lakhs, Thirty-Nine Thousand, Eight Hundred and Thirty-Nine only.)
7	Time allowed for completion	60 days (including Sundays and Holidays) from the Date of Issue of the Work Order or the Site Handover Date, whichever is later.
8	Earnest Money Deposit	Rs. 2,09,500/- (Rupees Two Lakhs, Nine Thousand Five Hundred Only) calculated @ 1% of the Estimated Amount (No. 6 above), rounded up to nearest thousand rupees, to be drawn in the form of Demand Draft (DD) [valid for a period of 90 (ninety) days from the date of commencement of tendering] in favour of State Bank of India and payable at Kolkata. EMD of unsuccessful bidders will be returned after opening of Online Price Bid.
9	Initial Security Deposit (ISD)	2% of the Accepted Contract Price (Work Order Value), rounded up to nearest thousand rupees EMD will be returned to the successful bidder on receipt of ISD.
10	Total Security Deposit (TSD) in the form of Retention Money (RM)	5% of the Accepted Contract Price (Work Order Value) including Initial Security Deposit (ISD) amount, rounded up to nearest thousand rupees
11	Validity of Tenders	90 days from the date of opening of Price Bid
12	Liquidated Damages (LD)	0.5% of the Accepted Contract Price (Work Order Value) per week of delay, subject to the maximum of 5% of the same
13	Defects Liability Period (DLP)	3 years from the date of Virtual Completion
14	Availability of Tender Documents	● Bank's website www.sbi.co.in , and / or, ● e-Tendering System Portal : https://www.tenderwizard.com/SBIETENDER
15	Tender Downloading	Start Date: From 10:00 AM on 09.09.2025 End Date: Up to 10:00 AM on 07.10.2025

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16	Last Date and Time for Receipt of Written Queries (e-Mail / letter) for Clarifications from bidders for Pre-bid Meeting	<p>Up to 5:00 PM on 15.09.2025</p> <p>Bid queries are to be sent to the undersigned official of tender at the address as in <i>No. 17</i>.</p> <p>Note: Intending bidders, while submitting the queries, shall have to send the details of their authorized representatives viz. name, mobile No., e-Mail along with authorization letters from the bidders.</p>
17	Pre-bid Meeting Details	<p>Date & Time: At 11:00 AM on 22.09.2025</p> <p>Address: State Bank Institute of Leadership (SBIL), Kolkata, Plot No. II F/2, Street No. 329, Action Area III, Newtown, Rajarhat, Kolkata – 700 160 (WB).</p> <p>Note:</p> <ul style="list-style-type: none"> ➤ Maximum two representatives from each of the participating bidders are desired to attend the Meeting. ➤ Only written queries submitted by the prospective bidders till the stipulated date & time as in <i>No. 16</i> above will be discussed and clarified in the Meeting. <p>In case the above date is declared as holiday / lock-down the meeting will be done in the next working day at the same time.</p>
18	Last Date and Time of Submission of Tender (<i>Online & Physical Form of Technical Bid, and, Mandatorily Online Price Bid</i>)	<p>Up to 11:00 AM on 07.10.2025</p> <p>Note:</p> <p>No bid in any form will be accepted after the said date & time. The e-Tendering System Portal will get locked thereafter. SBI & SBIL shall not be liable for any postal delay and / or communication / connection / system failure.</p>
19	Address for Submission of Physical Form of Technical Bid (<i>Spiral-bound bid & DD of EMD in a sealed envelope superscribing the Name of the Project as in No. 1</i>)	<p>The Assistant General Manager (Admin.)</p> <p>State Bank Institute of Leadership, Kolkata, Plot No. II F/2, Street No. 329, Action Area III, Newtown, Rajarhat, Kolkata – 700 160, West Bengal.</p> <p>Note:</p> <p>It is the sole responsibility of the bidder to ensure submission of EMD with tender document by stipulated date & time at the above address, failing to which may liable the bidder for disqualification.</p>

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20	Date and Time of Opening of Online Technical Bid	07.10.2025 at 11:30 AM Note: In case the tender opening date is declared as holiday / lock-down, the tender will be opened in the next working day at the same time.
21	Date and Time of Opening of Online Price Bid	The date & time shall be intimated only to the prequalified bidders on their provided e-Mail IDs after scrutiny and subsequent approval / acceptance of the technical bids by the Bank.
22	Value of Interim Certificate	Rs.50,00,000/- (Rupees Fifty Lakh only) Note: No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances.
23	Details of Project Architect	M/s. Shetgiri & Associates <i>(Architects, Engineers, Interior designers, P.M.C., Valuers)</i> Office Address: Block No. 1, 1 st Floor, “Safalya”, S.K. Bole Road, Dadar (West), Mumbai – 400 028, Maharashtra. Contact No.: 022 – 2422 3900 / 2422 4014 e-Mail ID: shetgiri@shetgiriassociates.in
24	Documents required to be scanned and uploaded, <u>duly signed digitally by the bidder</u> , as Technical Bid in the e-Tendering System Portal	<ol style="list-style-type: none"> NIT (Section 1) (<i>duly filled up and signed by the authorized signatory with seal of the firm</i>) Application Form for Prequalification (PQ) of Contractors / Firms (Annexure-A) List of Details of Projects of Similar Nature completed during last 7 years ending 31.07.2025 (Annexure – C) Financial Information (<i>Annual Turn Over Details</i>)(FORM-A) Bank Solvency Certificate(FORM-B) Electrical Contractor License Letter of Undertaking (s) Process Compliance Statement under Sample – I (<i>to be submitted on bidder’s letter-head, duly signed by the authorized signatory with seal of the firm</i>)

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		9.Scanned copy of Bank Draft / DD as Earnest Money Deposit
25	For e-Tender related queries	<p><u>Service provider:</u> M/s. Antares Systems Limited ❑ Registered Office: Honganasu, #137/3, Bangalore-Mysore Road, Opp. to Metro Pillar #P-696, Kengeri, Bengaluru – 560 060, Karnataka. <u>Phone No.:</u> 080 – 4598 2100</p>
		<p>❑ Branch Office: Tenderwizard Helpdesk Centre, BD-52A, Rabindrapally, Kestopur, Kolkata – 700 101, West Bengal. <u>Phone No.:</u> 033 – 4604 6611</p> <p>Help Desk Contacts: 9073677150 / 9073677151 / 9073677152 / 9674758723 / 9674758726 / 9674758506 / 9686449042 / 9708966660</p> <p><u>Contact Persons:</u> <i>(On working days between 9 AM to 6 PM)</i> 1. Mr. Kushal Bose Mobile No.: +91 96747 58719 e-Mail: kushal.b@antaressystems.com 2. Mr. Biswajit Chakraborty Mobile No.: +91 96747 58723 e-Mail: biswajit.c@antaressystems.com</p>

For any details, please contact the following official (s) –

1. The Assistant General Manager (Admin.)

State Bank Institute of Leadership (SBIL), Kolkata,
Plot No. II F/2, Street No. 329,
Action Area III, Newtown, Rajarhat,
Kolkata – 700 160, West Bengal.

Contact No.: +91 96747 10807

e-Mail ID: agmadmin.sbil@sbi.co.in

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2. The Assistant General Manager (Premises & Estate)

State Bank of India
Premises & Estate Department,
Local Head Office, Kolkata,
Samriddhi Bhavan, Block B, 9th Floor,
1, Strand Road, Kolkata – 700 001, West Bengal.

Contact No.: +91 96747 10034

e-Mail ID: agmpre.lhokol@sbi.co.in

3. Project Architect: M/s. Shetgiri & Associates

❑ **Office Address:** Block No. 1, 1st Floor, “Safalya”, S.K. Bole Road, Dadar (West), Mumbai – 400 028, Maharashtra.

Contact No.: 022 – 2422 3900 / 2422 4014

Contact Person (s): Mr. Amol P. Shetgiri, Mobile No.: +91 98211 38367

e-Mail ID: shetgiri@shetgiriassociates.in

Note:

1. Corrigenda, if any, is to be followed as published in the e-Tendering System Portal

www.tenderwizard.com/SBIETENDER only. So, the bidders should visit the website till last date of submission for changes / corrigendum.

2. The bidders shall have to download the entire Technical Bid to get acquainted with the terms & conditions and upload compulsorily the required documents of the bid in the e-Tendering System Portal without fail after putting the signature & seal. Failing to upload as stated above, the tender will be rejected.
3. The successful contractor, who would come up as the L-1 bidder, shall have to produce all the supporting documents marked at [Sl. No. 24](#) in the above table in original for verification.
4. The make of materials should be chosen strictly from the preferred makes as given in the tender. Any clarifications sought after opening of the tenders will not be entertained at any cost.
5. Bank reserves the right to cancel or postpone the tenders at any stage without assigning any reason.
6. Claims for revision of the Quoted price by any bidder after the tender will not be entertained.
7. The intending bidder must read the tender terms & conditions carefully. He should only submit his bid, if he considers himself eligible and he is in possession of all the documents required. No conditions other than mentioned in the tender will be considered, and if given, they will have to be withdrawn before opening of the Online Price Bid.

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8. This information and instructions for bidders posted on website shall form part of bid document.
9. The bid document consisting of plans, specifications, schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded from the Bank's website www.sbi.co.in or the e-Tendering System Portal www.tenderwizard.com/SBIETENDER free of cost.
10. The intending bidder must have valid Class – III Digital Signature Certificate with encryption key (*combo type*) to perform any operations / transactions on the e-Tendering System Portal / website.
11. On opening date, the bidder can login and see the bid opening process. After opening of bids, they will receive the competitor bid sheets.
12. Bidder can upload documents in the form of **PDF format** only. Bidder should ensure that the document uploaded is legible and full documents page is properly scanned
13. Certificate of Financial Turn Over: At the time of submission of bid, the bidder may upload Affidavit / Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. *There is no need to upload entire voluminous balance sheet.*
14. The Technical Bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
15. SBI reserves the right to reject any prospective application without assigning any reason thereof and to restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the minimum laid down criteria.
16. SBI reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so and any claim / correspondence shall be entertained in this regard.
17. Tenders received without EMD in original shall be summarily rejected and such tenders shall not be allowed to participate in the online price bidding process.
18. The bidder (s) will become ineligible, if the bidder (s) do (es) not upload scanned copies of all the documents stipulated in the bid document marked at [Sl. No. 24](#) in the above table.

Sd/-

Assistant General Manager(Admin.)

SBIL Kolkata.

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1.3 IMPORTANT NOTES:

(a)	<p>Electronically Sealed Digitally Signed Percentage-rate e-Tenders are invited from the contractors / firms of national repute under two-bids system (Technical & online Price Bids) in two parts including Technical Bid, to be submitted online as well as offline, and, Price Bid, to be submitted online only through the portal www.tenderwizard.com/SBIETENDER.</p>
	<p>(i) Technical Bid: Technical Bid, comprising of the requisite documents / instruments as in Clause 24 above, are to be scanned and uploaded online, duly signed digitally by the bidder. <u>Further, the entire Technical Bid including all necessary & supporting documents and instruments are to be compulsorily submitted in hard copy as advised in Clause 19 above (Spiral-bound Technical bid & DD of EMD in a sealed envelope superscribing the Name of the Project).</u></p> <p>(ii) Price Bid: Price Bid shall contain the electronic format of Priced Schedule of Composite BOQ for all works involved. No condition / stipulation in this part other than unconditional general rebate shall be accepted. Price Bid of only those bidders will be opened, who would qualify in the Technical Bid. <u>Price bid is not to be submitted in hard copy, unless advised.</u> ** No Price Bid shall be accepted offline.</p> <p>The contractors can view the Tender Opening Details through their respective log-in IDs on the above-mentioned e-Tendering Portal (Website).</p>
(b)	<p>All bidders, who would qualify in PQ after scrutiny and subsequent approval / acceptance of their technical bids by the Bank, are only eligible for the above-mentioned work.</p>
(c)	<p>Any abnormal increase from the quoted price / cost will not be accepted.</p>
(d)	<p>SBIL reserves the right to reject any or all the tenders without assigning any reason whatsoever.</p>
(e)	<p>The Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.</p>
(f)	<p>In case the date of opening of tenders is declared as a holiday / lock-down, the tenders will be opened on the next working day at the same time. Again, corrigendum/addendum, if any, are to be followed from www.tenderwizard.com/SBIETENDER.</p>

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(g)	No conditions other than those mentioned in the tender will be considered, and, if given, they will have to be withdrawn before opening of the Price Bid.
(h)	Technical Bid without any or all the stipulated documents / instruments shall be summarily rejected, and Price Bid of such bidders shall not be opened in any case.
(i)	SBILhas the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.
(j)	The intending bidders are to quote their offers only in terms of specific Percentage-rate (only up to two decimal places) above / below / at par of the grand total amount. Otherwise, the tender may be rejected.
(k)	Rates furnished in the Online Price Bid are inclusive of all costs, carriage, allowances, taxes & levies, etc., but excludes GST. However, GST will be paid extra by SBILon production of GST Registration document and on claim as per prevailing rate.
(l)	Contractors shall provide all labour and materials, tool and tackles including necessary scaffolding for proper execution of the work including curing, etc.
(m)	A sum calculated @ 5% of the Accepted Contract Price (Work Order Value) including ISD will be retained as Total Security Deposit (TSD) in the form of RM, which will be refunded on satisfactory completion of free maintenance period, i.e., DLP of 12 (twelve) months from the date of completion of work. No interest shall be payable to this effect.
(n)	The quantities and / or specification mentioned in the schedule of works have been worked out based on the requirements and condition of the premises at the time of preparation of drawing / estimates and / or approval thereof. The same are neither exclusive nor exhaustive and may differ during execution of works as per specific direction of the competent authority.
(o)	The amount against every item after imposition of the percentage offered shall be inclusive of providing necessary arrangements for satisfactory protection of furniture / flooring / electrical fittings / Bank's any other property during execution of the work.
(p)	The amount against every item after imposition of the percentage offered shall be inclusive of cost for disposing debris and any other unserviceable materials as per direction and in conformity with the local or any other authority (s) rules.
(q)	The amount against every item after imposition of the percentage offered shall be inclusive of cleaning of floors, making good to damaged floor, ceiling, walls, etc., after completion of work.

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(r)	In case of any poor quality of work or substandard materials used for the purpose, the same shall be replaced as per instructions without any extra cost.
-----	---

Sd/-

**Assistant General Manager (Admin.)
SBIL Kolkata.**

1.4 TERMS & CONDITIONS OF e-TENDERING:

State Bank of India shall finalize the Tender through e-Tendering mode, for which **M/s. Antares Systems Limited**, having registered office at Honganasu, #137/3, Bangalore-Mysore Road, Opp. to Metro Pillar #P-696, Kengeri, Bengaluru – 560 060, Karnataka, *and*, Branch Office (Tenderwizard Helpdesk Centre) at BD-52A, Rabindrapally, Kestopur, Kolkata – 700 101, West Bengal, have been engaged. Please go through the guidelines given below and submit your acceptance to the same along with your bids:

- ☐ e-Tendering shall be conducted by SBI through M/s. Antares Systems Limited on pre-specified date. While the participating contractors (bidders) shall be quoting from their own offices / place of their choice, internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves. In the event of failure of internet connectivity due to any reason whatsoever, it is the bidders' responsibility only.
- ☐ In order to ward-off such contingent situation, the bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply whatever required, so that they are able to circumvent such situation and still be able to participate in the e-Tendering successfully. Failure of power at the premises of the bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering. On account of this, the time for the e-Tendering cannot be extended and SBI is not responsible for such eventualities.
- ☐ M/s. Antares Systems Limited shall arrange to provide adequate training to the bidders and their nominated person (s) without any cost to them. They shall also explain the former all the rules related to the e-Tendering. The bidders are required to give their compliance on it before start of the bidding / tendering process.
- ☐ **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Percentage-rate Tendering Process, the final amount will be in Indian Currency (INR : `) and Unit of Measurement, mostly in SI System, will be displayed item-wise in online price bid.

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- ❑ **BID PRICE:** The bidder has to quote the offer only in terms of specific percentage-rate (only up to two decimal places) above / below / at par of the grand total amount.
- ❑ **VALIDITY OF BIDS:** The quoted bid price on percentage offered shall be valid for a period specified in the tender document and shall not be subjected to any change whatsoever.

1.5 PROCEDURE OF e-TENDERING:

Online Tendering:

- The soft copy of the Notice Inviting Tenders (NIT), *or*, Technical Bid and Price Bid shall be made available in the Bank's website during the period of tendering as specified in NIT.
- Online e-Tendering for Price Bid is open to the prequalified bidders only.
- The Price Bid shall be made available online by the Service Provider wherein **the bidders will be required to fill-in their offers only in terms of specific percentage-rate (only up to two decimal places) Above / Below / at Par** of the grand total amount.
- The bidders are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

It is mandatory for all the bidders participating in the bidding to quote their offers only in terms of specific percentage-rates (only up to two decimal places) above / below / at par of the grand total amount. In case, any bidder fails to quote its percentage-rate above / below / at par of the grand total amount of the schedule of works, such tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.

- ❖ **LOG-IN NAME & PASSWORD:** Each bidder is assigned a Unique Username & Password by M/s. Antares Systems Limited. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder itself.
- ❖ **BIDS PLACED BY BIDDER:** Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the successful bidder in the tendering shall be bound to execute the work at the offered percentage-rate above / below / at par of the grand total amount, if specification remains unchanged. In case the successful bidder backs out or fail to complete the work as per the offer, the SBIL shall be at liberty to take action as deemed necessary including de-barring and / or black listing of such bidder as also forfeiture of security deposit.

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- ❖ At the end of e-Tendering, SBIL will decide upon the successful bidder. The decision of SBIL on Award of Contract shall be final and binding on all the bidders.
- ❖ SBIL shall be at liberty to cancel the e-Tendering process / tender at any time, before ordering, without assigning any reason whatsoever.
- ❖ SBIL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- ❖ **OTHER TERMS & CONDITIONS:**
 - The bidders shall not involve themselves or any of their representatives in Price Manipulation of any kind, directly or indirectly, by communicating with other suppliers / bidders.
 - The bidder shall not divulge either its bid or any other exclusive details of SBIL to any other party.
 - The decision of the SBIL on Award of Contract shall be final and binding on all the bidders.
 - SBIL reserves the rights to extend, re-schedule or cancel any e-Tendering within its sole discretion.
 - SBIL or its authorized service provider shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
 - SBIL or its authorized service provider is not responsible for any damages caused to the bidders including damages that result from their works but are not limited to negligence.
 - SBIL or its authorized service provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information, etc.

N.B.: All the bidders are required to submit the Process Compliance Statement **(Sample – I)**, duly signed, to the Service Provider.

All the bidders are requested to ensure that they have a valid Digital Signature Certificate (DSC) well in advance to participate in the online event.

1.6 PREAMBLE TO BILL OF QUANTITIES & RATES:

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Bidders are advised to quote their offers only in terms of specific percentage-rate (only up to two decimal places) above / below / at par of the grand total amount after due consideration of the following pertinent points:

- 1.0** Actual site conditions including working time that would be available to them as per standing rules
- 2.0** Material access regulations of the building including permission of use of lifts and stairways, etc.
- 3.0** Temporary storage provision of disposable materials arising out of the work
- 4.0** Security measures and permissions required to be observed and obtained in consultation with the representatives of the landlords and act strictly according to the same
- 5.0** Traffic Regulations of the Local Police Authority in order to organize trouble-free access of materials
- 6.0** Execution of works in close and effective co-ordination with other executing agencies who shall be working simultaneously
- 7.0** Any other governing issue (s) likely to have impact on the productions rate and cost of work
- 8.0** **TAXES AND DUTIES:** The tenderer must take a note of the fact that all the rates are inclusive of all duties, royalties, cess, excise, sales tax, work contract tax or any other taxes such as Income Tax deducted to contractor or local charges as applicable, etc. No extra claim on this account will in any case be entertained. However, Goods & Services Tax (GST) as per relevant GST act will be paid on production of GSTIN Registration Certificate and on claim.
- 9.0** **GOVERNMENT AND LOCAL RULES:** The Contractor shall conform to the provisions of all local Bylaws and Act relating to the work and to the Regulations, etc., of the Government and Local Authorities (at the State / UT as the case may be) and of any entity, private individual / commercial, with whose system the premises is proposed to be connected. The Contractor shall give all notices required by the said Act, Rules, Regulations and By-laws, etc., and pay all 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 into account all liabilities for licenses, fees for footpath encroachment and restorations, statutory clearance, etc., and shall defend all actions arising from such claims or liabilities.
- 10.0** **COVID PROTOCOL:** The successful bidder shall have to ensure, without any extra cost, meticulous compliance of protocols laid down by the Govt. with regard to COVID-19 during execution at site.

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SECTION – 2: PREQUALIFICATION OF CONTRACTORS

MINIMUM ELIGIBILITY CRITERIA FOR PREQUALIFICATION

The Firms / Contractors applying must fulfil each of the following criteria as AV firm. The applications of the firms/contractors not fulfilling the following criteria will not be considered for pre-qualification.

The Companies / Firms that fulfill the criteria as given below shall be eligible:

- a) i. The Company should be either a Partnership or a Public Limited Company or a Private Limited Company or Proprietorship firm registered under the Indian Companies Act 1956.

ii. The Company / Firm should have registration with Central/ State Govt. bodies / Public sector Undertakings, PSB's / Nationalized Banks / MES / Railway etc.
- b) The firm / company should have an experience of minimum **07** years in relevant field i.e. **Audio-Visual & Allied Works** as on **31.07.2025**.
- c) The firm / company should have registration with GST, PF, ESIC, PAN No. and Prof. Tax etc. (as applicable) submit the proof of the same.
- d) The firm should produce acknowledgement and copy returns of IT for the last three years.
- e) **Bidders / Contractors** who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
- f) The bidder should have satisfactorily completed the works mentioned below during the last **7 (seven) years** ending on **31.07.2025**:

At least **one** similar project of minimum **Rs. 1.68 Crores** each or **two** similar projects of **minimum Rs. 1.05 Crores** each or **three** similar projects of minimum **Rs. 84.00 Lacs** each during **last 7 years ending on 31.07.2025**. The value of work mentioned is excluding GST.

Definition of similar works (*):-

1. **“Similar works”** referred herein above in the table shall mean successful completion of **“Audio Visual works comprising of Supply, Installation, Testing, Commissioning (SITC) including the Augmentation & Integration of Audio & Video systems (Comprising of the following: -Active LED Walls, Microphones, Transmitters, Feedback suppressors, LED wall Processors, LED displays, Teleprompters, Camcorders, Wireless presentation system, Switching system, Control system etc.** Although, not all the said components are being insisted to have been executed by the intending Applicants under a single contract / Completion certificate issued by their clients against the projects executed by them, however it is mandatory that the important & major components out of the

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components defined herein shall have been executed by the intending Applicants under a single contract as well as multiple contracts executed) and gadgets within the Offices of CPWD, PWD, MES, Central PSUs, State PSU's, PSB's, Big & Reputed Corporate Houses during last 7 years as on 31.07.2025". Please refer brief description of work contained in this document. The work order and the completion certificate shall clearly indicate works completed pertaining to the above-mentioned services and as such the break-up thereof, which has to satisfy the minimum works qualifying criteria.

g) Average Annual Financial Turnover:

Bidder should have had Average Annual Financial Turnover of **Rs. 63.00 Lakhs** on construction works during the last three years ending 31st March 2025. Scanned copy of Certificate from CA with Unique Document Identification Number (UDIN) to be uploaded, in support of claim.

h) Profit/Loss:

Bidder should not have incurred any loss (profit after tax should be positive) in more than two years during the last three years ending 31st March 2025. (Standalone financial statement), duly audited and certified by the Chartered Accountant.

i) Solvency Certificate:

Bidder should submit a Solvency Certificate from a Scheduled Commercial Bank for **Rs. 63.00 Lakhs** issued after 1st May, 2025.

j) Vendor should have executed minimum One project as a single Contract (Single Work order & completion certificate) where they have installed ACTIVE LED WALL.

k) Vendor to submit proper Work / Purchase orders & Project completion certificate.

l) Vendor should have in-house capacity and manpower to install & Program the AV systems including Audio systems, LED wall etc and also provide necessary maintenance during the DLP and the manpower requirements within the Comprehensive Annual Maintenance Contracts (CAMC) especially for projects of SBIL wherein the CAMC of 3 years is within the scope of the contract.

m) Vendor must have fully operational Branch office at Kolkata, well equipped to implement the AV projects of the bank. The Applicants need to indicate their office address, contact information (including E-mail ID's of the Project implementation and the service team), GST registration Number for this location (Attach documentary evidence) and all the necessary details about the Applicant in the format as issued along with this document.

n) Vendor to submit following documents along with their technical bid, IT returns, PAN card copy, Certificate of Incorporation, Certificate of Registration.

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- o) The Applicant should not have incurred any loss during the last **three years** ending 31.03.2025, and which should be duly certified by a Chartered Accountant. The firm should not be under liquidation, court receivership or similar proceedings.
- p) Applicant's performance for each work completed in the last 7 years and works should be good and it should be certified by an officer not below the rank of Superintending Engineer/Chief Project Manager or equivalent of the client for whom work was executed.
- q) The Applicant should own adequate tools and equipment's required for the proper execution of the work on a fast-track basis.
- r) Only such Applicants who fulfill the aforesaid eligibility criteria need apply. Joint ventures and/or consortium are not allowed and are not accepted.

NOTE:-

- 1. Only works executed in India shall be considered for similar work.
- 2. Qualified similar works shall be physically inspected by the SBI Officials/ Project Architect to ascertain the completion, performance on Quality of works for finalizing the technical bids.
- 3. If private work is shown in support of eligibility criteria, certified copy of Tax deducted at source (TDS) Certificate Form 16A and 26A) shall be submitted along with the experience certificate and TDS amount shall tally with the actual amount of work done. Otherwise, the amount that tally with TDS shall only be considered for eligibility.
- 4. Should possess and furnish technical personnel with sufficient skill set in all the above work types and details of personnel with qualification and experience to be submitted.
- 5. Confidential reports from previous employers will be sought by client.
- 6. Bidders must fulfil all the criteria of Pre-qualification failing which their bids will be summarily rejected and no correspondence in this regard will be entertained by the Bank.
- 7. Applications containing false and /or inadequate information will be summarily rejected.

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SECTION – 3: FORMS & DOCUMENTS FOR PREQUALIFICATION

INFORMATION TO THE BIDDERS

1.0 General:

- 1.1 Letter of transmittal and forms for deciding eligibility are given in Section III.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a 'nil' or 'no such case' entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as 'Not applicable'. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms (or) deliberately suppressing the information may result in the bid being summarily disqualified. Bids shall be submitted online only and those received in physical form, by telegram or telex and those received late will not be entertained.
- 1.3 The bid should be type written. The bidder should sign each page of application, forms and documents before scanning & uploading.
- 1.4 Over writing should be avoided. Corrections if any should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional Sheets if any added by the Bidder should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificate from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 1.6 The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete envisaged work. He is, however advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.

2.0 Definitions:

- 2.1 In this document the following words and expression have their meaning here by assigned to them.

2.2 “Client” / “Employer” means the **STATE BANK OF INDIA** with the **Corporate Centre** at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021, Maharashtra, **State Bank Institute of Leadership (SBIL), Kolkata** at Plot No. II F/2, Street No. 329, Action Area III, Newtown, Rajarhat, Kolkata – 700 160, West Bengal, and, **Local Head Office, Kolkata Circle (LHO Kolkata)** at Samriddhi Bhavan, Block B, 1, Strand Road, Kolkata – 700 001, West Bengal, and includes Client’s representatives, successors and assigns.

2.3 “Bidder” will mean the Partnership / Public Limited Company / Private Limited Company / Proprietorship Firm (registered under the Indian Companies Act 1956) / Corporation.

2.4 “Year” means “Financial year” unless stated otherwise.

3.0 Method of Application:

3.1 If the bidder is an individual, the application shall be signed by him above his/her full type written name and current address.

3.2 If the bidder is a proprietary firm; the application shall be signed by the proprietor above his/her full type written name and the full name of his firm with its current address.

3.3 If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both the cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

3.4 If the bidder is a limited company or a corporation, the bid shall be signed by a duly authorized person holding power of attorney for signing the application and certified copy of such power of attorney shall also be furnished. The bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.

4.0 **Final Decision-Making Authority:** The Employer reserves the right to accept or reject any bid and to annul the process and reject all bids at any time without assigning any reason or incurring any liability to the bidders.

5.0 **Particulars:** The particulars of the work given in relevant section are provisional. They are liable to change and must be considered only as advance information to assist the bidder.

- 6.0 Site Visit:** The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc., will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- 7.0 Letter of Transmittal:** The Bidder should submit the letter of transmittal attached with the document.
- 8.0 Opening of Price Bid:** After evaluation of applicants, a list of shortlisted agencies will be prepared. Thereafter the financial bids of only the **prequalified and technically acceptable bidders** shall be opened and conducted at the notified time, date and place (to be notified on e-tender website) in the presence of the qualified bidders or their representatives. The bid shall remain valid for **90 (ninety) days** from the date of opening of **Price Bid** (On-line bid).
- 9.0 Award Criteria:**
- 9.1 The employer reserves the right, without being liable for any damages or obligation to inform the bidder to:
- (a) Amend the scope and value of contract to the bidder;
 - (b) Reject any or all the applications without assigning any reason.
- 9.2 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.
- 10.0** If it comes to the notice of SBIL that the bidder has suppressed any information or furnished misleading or inaccurate information, or, in case whether any litigation currently in progress

at the time of submission of bids leads to the decree by the Court of Law against the bidder, reserves the right to nullify the qualification and to disqualify the bidder at any stage of the Project. If such information becomes available to SBIL prior to issue of Letter of Intent (LOI), the bidder will be disqualified and will not be considered for award of work, even though the bidder is eligible for LOI. If such information comes to the knowledge of SBIL after the award of work, SBIL reserves the right to terminate the Contract unilaterally at the total cost and risk of the bidder and such action would include forfeiture of all deposits, guarantees, etc., furnished in any form, all damages as determined at the time of termination. SBIL will also reserve the right to recover Retention Money, Mobilization Advance paid by invoking of Bank Guarantee.

- 11.0** The Tenderer shall be deemed to have waived rights if any that they may have or perceive to have as a result of their not being pre-qualified and shall not hold SBI for any loss they may have suffered due to their not being pre-qualified.
- 12.0** It may be noted that the bid documents (Online Price Bid) of ONLY THE PREQUALIFIED BIDDERS, WHO ARE SHORTLISTED FOR THE PROJECT on due-diligence of the prequalification documents furnished by them, would be opened.
- 13.0** If at any stage it is found that the Tenderer having been selected on the basis of his submissions and support documents thereof in the prequalification documents or technical bid but after Award of Contract or during execution, his commitments of resources / levels of performance falls short from what has been promised in the technical bid or is not able to meet the technical specifications or requirements as duly called for in the Technical bid documents & technical specifications / Prequalification tender / Price bid document, SBI reserves the right to take the remedial actions as deemed fit at the Cost and Risk to the Tenderer so selected including termination of the contract and necessary action.
- 14.0** SBI reserves the right to annul the process of tender or to accept or to reject all or any of the tenders without thereby incurring any liability to any applicant or any obligation to inform any participant of the grounds for its action or assigning any reasons thereof.
- 15.0** The Tenderer hereby agrees to abide by SBI's decision on all matters pertaining to the Pre-qualification & further tender bid documents and undertakes not to resort to any actions either Legal or otherwise against SBI in this regard, including direct / indirect canvassing / influencing etc. Violation of this clause will lead to summary disqualification of the bidder without any reference to them.
- 16.0** Submission of application form, enclosure, attachments & other documents by the applicant on On-Line portal will imply that the applicant is conforming that the information, details, documents

etc. thus submitted by them are complete, true, valid, neither altered nor tempered nor forged nor concealed partially/fully and the applicant has originals of these documents & information in his custody and will present the same before Bank for verification as & when required / asked by the Bank.

- 17.0** Applicants must ensure that they filled up the application documents by typing only (and not handwritten) truly, correctly & completely and have also uploaded / submitted all the necessary documents correctly (at relevant link)
- 18.0** If the Bank, at any point of time, finds that any information / details /document provided by the applicant is not correct / forged / tempered partially or fully or if has concealed any relevant information SBILat its sole discretion may take any appropriate action including excluding/dropping/deleting the names of the applicant/firm from the Prequalification list (if prequalified).
- 19.0** The intending applicants are categorically advised to submit the Prequalification documents strictly in the attached formats only through online portal “<https://etender.sbi>” and scanned copies (in PDF format only) &/or instructed by SBILin the documents enclosed and to be attached wherever it is specified. The information required should be typed in each column and rows of the formats. The applications received with “partly filled formats” not containing desired information in each columns/points/row of and where they have not enclosed /submitted/uploaded requisite relevant documents shall be treated as “INCOMPLETE” and such applications may be summarily rejected by SBILat its sole discretion without making any reference or further opportunity to the applicant.
- 20.0** SBILat its sole discretion may relax the minimum eligibility criteria if Bank is of the view that number of applicant qualifying for a particular category are not sufficient for competitive bids.
- 21.0** Canvassing in any form including bringing influence from any person/agency/Officials/authorities shall lead to disqualification for the prequalification exercise.
- 22.0** The eligible and interested parties shall download prescribed application form and other details from Bank’s website: “<https://Bank.sbi> >>> SBI in news >>> Procurement News On line application to be filled up & submitted at on line portal <https://etender.sbi>
- 23.0** Hard copies of application or other documents shall be submitted by the applicant only if asked by the Bank. Hard copies submitted by the applicants of their own shall not be considered for any purpose.

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- 24.0** Corrigendum/amendment/addendum (if any) would be hosted / uploaded on the e-tender website only. Hence, prospective applicants are advised to visit e-tender website regularly for the above purpose.
- 25.0** SBIL reserves the right to accept or reject any or all the applications without assigning any reason thereof and no correspondence will be entertained in this regard.

PRICE BID WILL BE OPENED FOR THOSE BIDDERS ONLY WHO WILL GET TECHNICALLY QUALIFIED THROUGH PREQUALIFICATION PROCESS.

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ANNEXURE-A

APPLICATION FORM

Pre-Qualification of Contractors / Firms for Proposed System Integrators for Supply, Installation, Testing, Commissioning (SITC) of Audio-Visual & Allied works for Convention Centre of State Bank of India on 6th Floor of Ashoka Bhavan at State Bank Institute of Leadership (SBIL), Rajarhat, Kolkata, West Bengal.

(Please read the Application Documents carefully before filling-up)

(Please strike-off which is not applicable)

1	Name of the Contractor / Firm	
2	Communication Details:	
(a)	Full Postal Address	
(b)	Contact No.	
(c)	e-Mail ID	
3	Main Activities of Contractor / Firm	
4	Year of establishment of Contractor / Firm (Enclose certified copies of relevant documents)	
5	Constitution of the Firm (Enclose certified copies of relevant documents)	Sole Proprietorship / LLP / Partnership / Private Ltd. / Public Ltd. / Any other (Please specify)
6	Name of the Proprietor / Partners / Directors of the Organization / Firm	1. 2. 3.
7 (a)	Details of Authorized Signatory:	
(i)	Name of Authorized Signatory	
(ii)	Contact No.	
(iii)	e-Mail ID	
7 (b)	Mode of Authorization of Authorized Signatory (Enclose certified copies of relevant documents)	Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / any other (Please specify)
8 (a)	Whether registered with Registrar of Companies / Registrar of Firms	Yes / No
8 (b)	If yes, mention number and dates (Enclose certified copies of relevant documents)	
9 (a)	Income Tax Permanent Account No. (PAN)	

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	<i>(Enclose certified copies of relevant documents)</i>	
9 (b)	GSTIN with Registration Certificate <i>(Enclose certified copies of relevant documents)</i>	
9 (c)	PF Registration No. <i>(Enclose certified copies of relevant documents)</i>	
9 (d)	ESIC Registration No. <i>(Enclose certified copies of relevant documents)</i>	
10 (a)	If registered in the panel (s) of other organizations (CPWD, PWD, MES, Railways, Banks, etc.)	Yes / No
10 (b)	If yes, mention the name (s) of organization (s), registration No. & Date and Category, etc. <i>(Enclose certified copies of relevant documents)</i>	
11 (a)	Banker's Details: <i>(Enclose a "Cancelled" Cheque)</i>	
(i)	Banker's Name	
(ii)	Full Postal Address of Branch	
(iii)	Telephone No.	
(iv)	Account No.	
(v)	Type of Account	Savings Bank / Current / Cash Credit <i>(Please specify)</i>
11 (b)	Bank Solvency Limit <i>(Enclose certified copies of relevant documents)</i>	
12 (a)	Yearly turnover of the Firm during last 3 (three) consecutive Financial Years <i>(Enclose copy of affidavit / certificate from CA mentioning turnover of last 3 financial years)</i>	F.Y. 2024-25: F.Y. 2023-24: F.Y. 2022-23: Average:
12 (b)	Profit & Loss Statement of last 3 (three) consecutive Financial Years <i>(Enclose self-certified one page summarized & audited balance sheet and one page of</i>	F.Y. 2024-25: F.Y. 2023-24: F.Y. 2022-23:

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	<i>summarized Profit & Loss Account for last 3 financial years collectively)</i>	
13	Whether IT returns of last 3 (three) Financial Years filed (Enclose certified copies of relevant documents)	(Please enclose certified copies of the IT Returns of FYs 2022-23, 2023-24 & 2024-25)
14	Details of Similar Works executed & completed during last 7 (seven) years as on 31.07.2025 (Enclose certified copies of Work Completion Certificates)	(Please fill up & enclose Annexure – I and enclose copies of Work Order & Work Completion Certificates)
15	Details of Similar Works in hand	(Please fill up & enclose Annexure – II)
16	Performance Report of at least 3 (three) works (Please attach certified copies of Performance Report of at least 3 (three) works referred to in Annexure – I)	1. 2. 3. (Please attach Performance Reports duly filled-in & signed by the Competent Authority of Client (s) as per Annexure – III)
17	Any other relevant information	1. 2. 3. (Please fill and attach as Annexure – IV)
18	Name, Address, Email and Contact Nos. of at least 3 (three) persons who are in position and competent to report about the quality and performance of your Firm (These persons should have been associated with any three completed similar works mentioned in Annexure – I.)	1. 2. 3.
19	Details along with Status of all disputes (including Litigation, Arbitration, Mediation, etc.) pertaining to similar contracts between the Firm and Clients, if any, during the last 7 (seven) years, i.e., from 01.04.2018 till 31.07.2025	(Please use additional sheet, if required)

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20	Details of all de-listing / debarring / black-listing / de-paneling, etc., of the Firm by any Organization / Client during the last 7 (seven) years, i.e., from 01.04.2018 till 31.07.2025	
21	Details (Name, Designation, PF No.) of Near Relatives working in State Bank of India (Definition of Near Relatives: Father, Mother, Spouse, Brother, Sister, Paternal & Maternal Uncles & Aunts, and, In-Laws, etc.)	
22	Taxpayer Identification Number (TIN) (<i>Enclose certified copies of relevant documents</i>)	
23	Authorization from Most of the OEM manufacturer(having High Value items)	

Note: All Enclosures must be self-certified by Authorized Signatory.

DISCLAIMER

1. I / We have read and understood all the contents of these Application Documents and are acceptable to us. I / We also certify that my / our firm fulfils the ELIGIBILITY CRITERIA for this work.
2. I / We hereby confirm and certify that the information given above are correct and true and the Annexures / Enclosures etc. enclosed herewith are genuine.
3. I / We are authorized to sign and submit the Application Documents for prequalification.
4. I / We understand and agree that if at any stage it is found / noticed by SBIL that any information provided by us is untrue / incorrect, partly or fully and / or concealed in these Application Documents and / or also in case of receipt of any adverse / unsatisfactory report from previous or present clients / bankers, SBIL may, at its own discretion, reject application at any stage and / or may de-list us from PQ / Empanelment List and / or may take any other appropriate action.
5. I / We also understand and agree that partly / wrongly filled application and / or applications not on prescribed proforma and / or applications not accompanying relevant Documents / Enclosures / Annexures and Application Documents not signed by the Authorized Signatory and / or received after the due date and time are liable to be summarily rejected by SBIL at its own discretion.
6. I / We understand and agree that this is merely an application/ and does not entitle us to be necessarily prequalified by SBIL and / or invite us for participating in tender process and Bank reserves the right to reject all and / or any application without assigning any reason thereof.

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7. I/ We understand that the **quote is including Comprehensive AMC (CAMC) & FMS(for 3 years) as per tender terms and conditions.**

(Signature of Authorized Signatory)

(Seal of the Firm)

Name:

Designation in Firm:

Place:

Date:

(Please ensure to enclose all annexures / enclosures / relevant documents, etc., with application documents before submitting.)

Signature of Contractor with Seal

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ANNEXURE – B

PRE-QUALIFICATION OF SYSTEM INTEGRATOR's FIRM

BIO-DATA OF THE PARTNERS / ASSOCIATES / DIRECTORS

SL NO	PARTICULARS	DETAILS
1	Name and email id:	
2	Associated with the firm since:	
3	Date of Birth/ Age:	
4	Professional Qualifications	
5	Professional Experience:	
6	Professional Affiliation	
7	Membership in:	
8	Details of Published papers if any	
9	Details of cost-effective methods / designs adopted in the projects	
10	Exposure to new materials / gadgets / Techniques	
11	Details of Features of green AV systems / gadgets provided within the interior set-up's	
12	Details of modern amenities / innovations / gadgets provided if any	

Signature of the System Integrator with seal

Date:

Place:

Signature of Contractor with Seal

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ANNEXURE - C

**PRE-QUALIFICATION OF FIRM - LIST OF WORK COMPLETED
DETAILS OF ELIGIBLE SIMILAR WORKS COMPLETED
DURING THE LAST SEVEN YEARS ENDING ON 31.07.2025**

Important Note: Please mention all amounts excluding GST. Attach separate sheets if required.

Sl. No.	Particulars	Similar Work – 1	Similar Work – 2
1	Name of Work / Project		
2	Site Address		
3	Name of Client / Organization		
4	Address of Officer / Engineer-in-Charge from the Client to whom reference can be made		
(i) (ii) (iii) (iv)	Name Designation Contact No. e-Mail ID		
5 (a)	Estimated Cost as per Tender floated / issued		
5 (b)	Contract Cost		
6	Completion Cost		
7	Completion Cost of Civil, Interior & Furnishing, Electrical & HVAC Works		
8 (a)	Date of Start of Work as per Contract / Work Order		
8 (b)	Actual Date of Start of Work		
9 (a)	Scheduled date of Completion of work as per Contract		
9 (b)	Actual Date of Completion of Work		
10 (a)	Stipulated Period of Completion as per Contract (in Months)		
10 (b)	Actual Time taken in Completion (in Months)		
11	Number of Approved / Authorized Extension granted by Client		
12	Reasons of Delay		

Signature of Contractor with Seal

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13	Penalty / LD Amount		
14	Details of Dispute / Litigation, if any		
15	Any other relevant information, if the applicant wants to furnish		

Note: Photographs of the completed works in A4 size paper and photocopies of all self-attested documentary evidences are to be enclosed.

Signature of Contractor with Seal

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ANNEXURE - D

PRE-QUALIFICATION OF FIRM - WORK IN HAND

LIST OF MAJOR WORKS (AV WORKS) IN HAND AS ON DATE

Important Note: Please mention all amounts excluding GST. Attach separate sheets if required.

Sl. No.	Particulars	Similar Work – 1	Similar Work – 2
1	Name of Work / Project		
2	Site Address		
3	Name of Client / Organization		
4	Address of Officer / Engineer-in-Charge from the Client to whom reference can be made		
(i) (ii) (iii) (iv)	Name Designation Contact No. e-Mail ID		
5 (a)	Estimated Cost as per Tender floated / issued		
5 (b)	Contract Cost		
6	Date of Start of Work at Site		
7	Present Status of Work / Progress at Site		
8	Any other relevant information, if the applicant wants to furnish		

Note: Photographs of the ongoing works in A4 size paper and photocopies of all self-attested documentary evidences are to be enclosed.

Signature of the System Integrator with seal

Date:

Place:

Signature of Contractor with Seal

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ANNEXURE – E

PERFORMANCE REPORT OF COMPLETED PROJECT

DURING THE LAST SEVEN YEARS ENDING ON 31.07.2025

Important Note: Please mention all amounts excluding GST. Attach separate sheets if required.

Sl. No.	Particulars	Details
1	Name of Work / Project	
2	Location	
3	Estimated Cost	
4	Tendered Cost	
5	Actual Completion Cost	
6	Date of Start of Work at Site	
7 (a)	Stipulated Date of Completion	
7 (b)	Actual Date of Completion	
8	Any Liquidated Damages / Penalty / Levy decided, if Yes, Amount	Yes / No Amount:
9	Performance Report	Outstanding / Very Good / Good / Average / Poor
(i)	Quality of Work	Outstanding / Very Good / Good / Average / Poor
(ii)	Timely Execution	Outstanding / Very Good / Good / Average / Poor
(iii)	Integrity as regard to Working	Outstanding / Very Good / Good / Average / Poor
(iv)	Ease in settling Extra Items	Outstanding / Very Good / Good / Average / Poor
(v)	Resourcefulness	Outstanding / Very Good / Good / Average / Poor
(vi)	Technical Proficiency	Outstanding / Very Good / Good / Average / Poor
(vii)	Litigation	
(viii)	General Behaviour / Conduct	
10	Additional Information / Remarks	

Signature of Officer / Engineer-in-Charge
(not below Executive Engineer or equivalent)

(Seal of the Officer)

Designation:

Date:

Signature of Contractor with Seal

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ANNEXURE – F

OTHER RELEVANT INFORMATION

Details of Technical Staff with the Firm / Contractor				
A	Name of Manager / Engineer / Supervisor	Qualification	With Firm for how many years	Total Experience in Years
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
Details of own Equipment, etc., with the Firm / Contractor				
B	Name of Equipment	Unit (No. / Sqm, etc.)	Quantity	Specification / Quality
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note: Attach separate sheets if required.

Signature of Contractor with Seal

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ANNEXURE – G

DECLARATION REGARDING NEAR RELATIVES WORKING IN THE STATE BANK OF INDIA

I/We.....S/o/D/o.....
.....Residing at
..... hereby certify
that none of our relatives(s) as defined in the Tender document is/are employed in the State Bank of India as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, the State Bank of India shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

(The near relatives are members of a Hindu undivided family/husband and wife/ the one related to the other in the manner as father, mother, son(s) and son's wife (daughter-in-law), daughter(s), husband (son-in-law), brother(s) and brother's wife, sister(s) & sister's husband (brother-in-law).

Place :

Date :

Signature of Applicant with Seal

Name in Capital Letters:

Address:

Signature of Contractor with Seal

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ANNEXURE – H

**DETAILS OF THREE RESPONSIBLE CLIENTS / PERSONS WITH WHOM THE
MAJOR WORKS CARRIED OUT BY THE APPLICANT**

S. No.	Name of the Official	Organization & Address	Contact Numbers	E-mail ID

(Add separate sheet if required)

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favor.

Name of Authorized Signatory

Sign & seal of the applicant

Signature of Contractor with Seal

Tender ID: SBIL-KOL-2025-09-CC-AV

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ANNEXURE – I

**DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE
CONTRACTS EXECUTED IN THE LAST SEVEN YEARS OR CURRENTLY
UNDER EXECUTION**

Year	Award for or against Applicant	Name of Client	Cause of Litigation and Matter of Dispute	Disputed Amount	Actual Awarded Amount

(Add separate sheet if required)

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favor.

Name of Authorized Signatory

Sign & seal of the applicant

Signature of Contractor with Seal

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ANNEXURE – J

**DETAILS OF KEY TECHNICAL PERSONNEL (PERMANENT EMPLOYEE), GIVING
DETAILS ABOUT THEIR TECHNICAL QUALIFICATION & EXPERIENCE
INCLUDING THEIR IN-HOUSE ESTABLISHMENT**

(Add separate sheet if required)

S. No.	Name	Qualification	Experience	Particulars of Work Done	Employed in Your Firm Since	Any Other Information
	List of important Personnel from the Management / Projects Design Team / Senior Executive Team overseeing the Project as well as the Service's team					
	List of important Personnel from the Projects Execution Team / Work force including the Service's team in charge of CAMC & Works within the DLP: -					

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favor.

Name of Authorized Signatory

Sign & seal of the applicant

Signature of Contractor with Seal

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ANNEXURE – K

**DETAILS OF ACTION OF BLACKLISTING / DEBARRING / DE-PANELING /
SUSPENDING BY GOVT / SEMI-GOVT./ PSU/ PSB/ CORPORATE HOUSES DURING
LAST SEVEN YEARS**

Date, Month & Year of Action	Name, Address, Mail Id of Client	Exact action & Period	Reasons for Action

- (1) Information must be filled up by Typing specifically in this format only
(2) Additional rows / sheets may be added

Name of Authorized Signatory:

Signature with seal

Place:

Date:

Signature of Contractor with Seal

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FORM – A : FINANCIAL INFORMATION

I. Financial Analysis: Details are to be furnished duly supported by figures in balance sheet / profit & loss account for the last 5 (five) years duly certified and audited by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached):

(Amounts: Rupees in Lakhs)

Sl. No.	Particulars	Financial Year				
		2020-21	2021-22	2022-23	2023-24	2024-25
(i)	Gross Annual Turnover on similar works					
(ii)	Profit & Loss (standalone financial statement and consolidated financial statement both).					

II. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with Seal

Signature of Bidder (s)

Place:

Date:

Scanned copy, duly filled up and signed by the authorized signatory with seal of the firm, is to be uploaded at the time of submission of bid.

Signature of Contractor with Seal

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FORM B

FORM OF BANKERS' / SOLVENCY CERTIFICATE OF RECENT DATE, i.e., NOT OLDER THAN 01.05.2025, ISSUED BY A SCHEDULED COMMERCIAL BANK

To,
The Assistant General Manager (Admin.)
State Bank Institute of Leadership (SBIL), Kolkata,
Plot No. II F/2, Street No. 329,
Action Area III, Newtown, Rajarhat,
Kolkata – 700 160, West Bengal.

No.:

Date:

SOLVENCY CERTIFICATE

This is to certify that, to the best of our knowledge and information, M/s. / Sri....., a customer of our bank, has been maintaining Savings Bank / Current Account bearing number.....with our Branch, since (Month and Year). We understand from the customer that the certificate is for the purpose of Tender with your organization. We further certify that M/s / Shri / Smt.is solvent to the extent of INR (Rupees.....only).

This certificate issued by SBIL on the specific request of the customer and should be regarded as without any guarantee or liability, financial or otherwise, on the part of SBIL or its officials.

(Signature)

For SBIL

Note:

1. Bankers 'certificate should be original on the letter head of the Issuing Bank duly sealed in cover and addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Scanned copy, duly issued by a scheduled commercial bank after 01.05.2025, is to be uploaded at the time of submission of bid.

Signature of Contractor with Seal

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FORM C

To,
The Assistant General Manager (Admin.)
State Bank Institute of Leadership (SBIL), Kolkata,
Plot No. II F/2, Street No. 329,
Action Area III, Newtown, Rajarhat,
Kolkata – 700 160, West Bengal.

Subject: Submission Of Bids For S.I.T.C Of Audio-Visual & Allied Works For Convention Centre Of State Bank Of India On 6th Floor Of Ashoka Bhavan At State Bank Institute Of Leadership (Sbil), Rajarhat, Kolkata, West Bengal.
Sir,

Having examined details given in press Notice and bid document for the above work, I/we hereby submit the relevant information:

“It is to certify that as per the audited balance sheet and profit & loss account during the financial year_____, the Net-worth of M/s _____ (Name & Registered address of the individual / firm / company), as on 31st March 2025 is Rs._____ after considering all liabilities. It is further certified that the Net-worth of the company has not eroded by more than 30% in the last three year ending on 31st March 2025.”

(Signature of the Chartered Accountant)

Name of the Chartered Accountant

Membership No. of ICAI

Date & Seal

Scanned copy, duly issued by a A chartered Accountant with membership No of ICAI & Seal to be uploaded at time of submission of bids

Signature of Contractor with Seal

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FORM D

PROFORMA OF AFFIDAVIT FOR EXECUTION OF SIMILAR WORKS

I / We undertake and confirm that eligible similar works (s) has / have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I / we shall be debarred for bidding in State Bank of India in future forever. Also, if such a violation comes to the notice of State Bank of India before date of start of work, SBIL shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

(Scanned copy to be uploaded at the time of submission of bid)

NOTE: Affidavit is to be furnished on a Non-Judicial stamp paper worth `100/-.

Signature of Bidder(s) or an authorized signatory

Officer of the firm with stamp

Signature of Contractor with Seal

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FORM E

PROFORMA OF AFFIDAVIT FOR NON-BLACK LISTING

I / we undertake and confirm that our firm/partnership firm has not been blacklisted by any State / Central Departments / PSUs / Autonomous bodies during the last 7 years of its operations. Further that, if such information comes to the notice of the State Bank of India then I / we shall be debarred for bidding in State Bank of India in future forever. Also, if such an information comes to the notice of State Bank of India on any day before date of start of work, SBIL shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

(Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

NOTE: Affidavit is to be furnished on a Non-Judicial stamp paper worth `100/-.

Signature of Bidder(s) or an authorized signatory

Officer of the firm with stamp

Signature of Notary with seal

Signature of Contractor with Seal

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FORM-F

DECLARATION

1. All the information furnished by me/us here above is correct to the best of my knowledge and belief.
2. I/We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/ annexures.
3. I/We agree that the decision of Bank in selection of the System Integrator will be final and binding to me/ us.
4. I/We hereby confirm that our firm/agency/company has not been disqualified / debarred / blacklisted by any Governments, Semi-governments, PSUs, Banks including any of the Offices/Branch of State Bank of India Pan India during last 7 year from the date of application.
5. I hereby confirm that all information, particulars, copies of certificates & testimonials in connection with my empanelment are correct and genuine. I am, therefore, liable to face appropriate actions as deemed fit by SBIL in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine.

Place:

Signature of the applicant / firm with seal

Date:

(Scanned copy of this affidavit to be uploaded at the time of submission of bid)

Signature of Contractor with Seal

Tender ID: SBIL-KOL-2025-09-CC-AV

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**LETTER OF TRANSMITTAL
INFORMATION REGARDING ELIGIBILITY**

From:

.....
.....

To :

The Assistant General Manager,
State Bank of India, Premises & Estate Department
Local Head office Kolkata, Samriddhi Bhavan,
Block -B, 9th Floor, 1, Strand Road,
Kolkata- 700 001.

Subject: Submission of bids for the work of “Proposed System Integrators for Supply, Installation, Testing, Commissioning (SITC) of Audio-Visual works for Convention Centre of State Bank of India on 6th Floor of Ashoka Bhavan at State Bank Institute of Leadership (SBIL), Rajarhat, Kolkata, West Bengal.

Sir,

Having examined details given in press Notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms A to E and accompanying statement are true and correct.
2. I / we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/ we submit the requisite certified Banker’s certificate and authorize the **Assistant General Manager (Admin)** to approach SBIL issuing the Banker’s certificate to confirm the correctness thereof. I/We also authorize **Assistant General Manager (Admin)** to approach individuals, employers, firms and corporation to verify our competence, work experience, and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of Work	Certificate from

Certificate:

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Date of submission:

Date:-/...../.....

Seal & Signature of bidder(s)

Signature of Contractor with Seal

Tender ID: SBIL-KOL-2025-09-CC-AV

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LETTER OF UNDERTAKING

To,
The Assistant General Manager,
State Bank of India, Premises & Estate Department
Local Head office Kolkata, Samriddhi Bhavan,
Block -B, 9th Floor, 1, Strand Road,
Kolkata- 700 001.

Dear Sir,

Having examined the drawings, specification, design and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable

MEMORANDUM

(a)	Description of work	Tender for “Proposed System Integrators for Supply, Installation, Testing, Commissioning (SITC) of Audio-Visual works for Convention Centre of State Bank of India on 6th Floor of Ashoka Bhavan at State Bank Institute of Leadership (SBIL), Rajarhat, Kolkata, West Bengal.
(b)	Earnest Money	Rs. 2,09,500/- (Rupees Two Lakhs, Nine Thousand Five Hundred Only) calculated @ 1% of the Estimated Amount (<i>No. 6 above</i>), rounded up to nearest thousand rupees, to be drawn in the form of Demand Draft (DD) <i>[valid for a period of 90 (ninety) days from the date of commencement of tendering]</i> in favour of State Bank of India and payable at Kolkata. EMD of unsuccessful bidders will be returned after opening of Online Price Bid.
(c)	Time allowed for completion of the Works	60 days (including Sundays and Holidays) from the Date of Issue of the Work Order or the Site Handover Date, whichever is later

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

Signature of Contractor with Seal

- 2) I / We have deposited a sum of **Rs. 2,09,500/- (Rupees Two Lakhs, Nine Thousand Five Hundred Only)** of the total tender amount as Earnest Money with the SBI which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to SBI.
- 3) I/ We have read and understood various clauses of this tender and hereby submit our specific undertaking and concurrence in terms relevant clause of “Instruction to tenderer” to deposit **Additional Security Deposit (ASD)** of required amount as provided for in this tender and within the stipulated period, in case, my/our tender is found too low Additional Security Deposit (ASD) / Additional Performance Guarantee (APG) shall be applicable if the bid price is below **10%** of the estimated cost put to tender. The amount of such ASD/APG shall be the difference between **90%** of estimated cost put to tender and the quoted price, as a performance guarantee for due fulfilment of our contractual obligation for the project.

Further, under any circumstances, whatsoever, if I/We fail to comply the same including compliance of any such other conditions of tender within the stipulated time. I /We hereby, authorized SBI to cancel my/Our tender, to forfeit my EMD/ISD/ASD and to take further necessary action as deemed fit including debarring our firm from participating in SBI future tenders/de-paneling etc.

- 4) I/ We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the various work proposed in phases. We, therefore, undertake that we shall not raise any claim/ compensation in the eventuality of Bank deciding to add/drop any of the work from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within stipulated time limit without any extra claim for price escalation as also provided for in the relevant clause “Instructions to Tenderers” of this tender.
- 5) I/ We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period including authorized extended contract period, if any.
- 6) I / We, hereby, undertake that, we will obtain necessary statutory approvals/ necessary permission from relevant Govt/ competent authority in consultation with Project Architect for carrying-out the captioned project works time-to-time on behalf of the Bank. For the purpose, Bank will reimburse the statutory charges/ cost as actual, on production of tax receipts/ invoices in original by us.
- 7) Our Bankers are:
- i)
 - ii)

The names of partners of our firm are:

- i)

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ii)

Name of the partner of the firm

Authorised to sign

Or

(Name of person having Power of Attorney to sign the Contract.

(Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

i)

ii)

Scanned copy, duly filled up and signed by the authorized signatory with seal of the firm, is to be uploaded at the time of submission of bid.

Signature of Contractor with Seal

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INTEGRITY AGREEMENT

**TO BE SIGNED BY THE BIDDER AND SAME SIGNATORY COMPETENT /
AUTHORIZED TO SIGN THE RELEVANT CONTRACT WITH STATE BANK OF INDIA**

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20.....

BETWEEN

State bank of India represented through Assistant General Manager (Admin.), State Bank Institute of Leadership (SBIL), Kolkata, Plot No. II F/2, Street No. 329, Action Area III, Newtown, Rajarhat, Kolkata – 700 160, West Bengal (Hereinafter referred as the ‘**Principal/Owner**’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual / firm/ Company)
..... through (Hereinafter referred to as the (Details of duly authorized signatory) “**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

PREAMBLE:

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for “**C/o**” hereinafter referred to as the “**Contract**”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witness as under:

Signature of Contractor with Seal

ARTICLE 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidders(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

ARTICLE 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees, and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

Signature of Contractor with Seal

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address of foreign agents/representatives, if any. Either the India agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to detriment of the Government interests.**
 - 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision

through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

ARTICLE 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
2. **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

ARTICLE 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

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2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
3. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

ARTICLE 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

ARTICLE 6: Independent External Monitors (IEM)

1. The Principal/Owner may appoint IEM for this Pact as per Central Vigilance Commission orders. Names and Addresses of the IEM shall be given in due course.
2. The task of the IEM shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
3. The IEM shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
4. Both the parties accept that the IEM have the right to access all the documents relating to the project/procurement, including minutes of meetings.
5. As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Principal/Owner.
6. The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and

unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7. The Principal/Owner will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
8. The IEM will submit a written report to the designated Authority of Principal/Owner /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Owner / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

ARTICLE 7: Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal/ Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

ARTICLE 8: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor, 36 months (3 years) after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, SBI.

ARTICLE 9: Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is **Kolkata, / location** of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

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4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.**

ARTICLE 10: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Bidder/Contractor)

.....
(For and on behalf of Principal/Owner)

Date:

Place:

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

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SECTION-4 INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

E-tenders **on “percentage-rate basis”** are invited by SBI, Premises & Estate Department, LHO Kolkata for Proposed System Integrators for Supply, Installation, Testing, Commissioning (SITC) of Audio-Visual Works for Convention Centre of State Bank of India on 6th Floor of Ashoka Bhavan at State Bank Institute of Leadership (SBIL), Rajarhat, Kolkata, West Bengal.

1.1 Site and its location

The proposed work is to be carried out at 6th Floor of Ashoka Bhavan at State Bank Institute of Leadership (SBIL), Rajarhat, Kolkata, West Bengal.

2.0 Tender documents

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

Instructions to tenderers

General conditions of Contract

Special conditions of Contract

Additional specifications

Drawings

Priced bid A

- 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) Drawings
- d) Special conditions of contract
- f) General conditions of contract

g) Instructions to Tenderers

2.3 The tender documents are not transferable.

3.0 **Site Visit**

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

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

4.0 **Earnest Money**

4.1 The tenderers are requested to submit the Earnest Money of **Rs. 2,09,500/- (Rupees Two Lakhs, Nine Thousand Five Hundred Only)** by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favor of **State Bank of India and payable at Kolkata.**

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

4.3 No interest will be paid on the EMD.

4.4 EMD of unsuccessful tenderer will be refunded within 30 days of award of Contract.

5.0 **Initial Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender in favour of State Bank of India and payable in Kolkata. within a period of 15 days of acceptance of tender.

6.0 **Security Deposit**

Apart from the ISD as above, **Performance Security Amount, i.e., Total Security Deposit (TSD) in the form of Retention Money (RM)** shall be deducted from progressive running bills @ 10% of the gross value of work done by the Contractor and claimed in each bill, provided, **the Total Security Deposit (TSD) shall not exceed 5% of the Accepted Contract Price (Work Order Value).** The retention money will not be deducted if adequate Bank Guarantee from a Nationalized Bank other than SBI is submitted by the contractor. An amount

@ 50% of the TSD will be refunded to the contractor, subject to the issue of virtual completion certificate by SBIL/ Consultant and contractor removing his materials, equipment, labour force, temporary shed / stores, etc., from the site. The balance 50% will be refunded to the contractor 30 (Thirty) days after the expiry of **Defect Liability Period (DLP), i.e., 36 months from the date of completion of work**, provided he has satisfactorily carried out all the works, submitted all documents contractually called for and attended to all defects during DLP in accordance with the conditions of contract. ***SBIL is not liable to pay any interest on the Performance Security Amount / Retention Money.***

6.1 Additional Security Deposit

If the percentage offered above / below / at par by the successful bidder is found to be below 10% of the estimated amount put to tender, SBIL may, at its sole discretion, advise the contractor to submit **Additional Security Deposit / Additional Performance Guarantee** for **the differential amount between 90% of the Estimated Amount (E) put to tender and their Quoted Amount (Q), i.e., $E \times 90\% - Q = ASD / APG$** (rounded up to the nearest thousand rupees), which may be submitted in the form of either Demand Draft (DD), drawn in favour of State Bank of India and payable at Kolkata, or, Bank Guarantee, duly obtained from any nationalized bank other than State Bank of India, as per prescribed format that shall be provided at the material time.

ASD / APG shall be liable for verification, validation & sanctity and may be refunded back in case of DD, or, returned in case of BG on claim by the contractor **after expiry of one (01) year from the virtual completion of the works.** ***SBIL shall not be liable to pay any interest against the deposited ASD / APG.***

No interest shall be paid to the amount retained by SBIL as Security Deposit.

7.0 Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 7 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by SBIL will constitute a binding agreement between SBIL and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 Completion Period

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **60 days** from the date of award of work.

9.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period of 90 days from the date of opening price bid. If the tenderer withdraws his/her offer during the value period or makes

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

10.0 **Liquidated Damages**

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

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SECTION – 5: GENERAL CONDITIONS OF CONTRACT

5.1 ASSERTION:

Except where provided for in the description of individual items in the Schedule of Works (SOW) / Bill of Quantities (BOQ) and in the specifications & conditions laid down hereinafter and, in the drawings, the work shall be carried out as per standard specifications and under the direction of SBI / Consultant.

5.2 INTERPRETATION:

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

- i) **Client:** The term “*Client*” shall denote **STATE BANK OF INDIA** with the **Corporate Centre** at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021, Maharashtra, **State Bank Institute of Leadership (SBIL), Kolkata**, Plot No. II F/2, Street No. 329, Action Area III, Newtown, Rajarhat, Kolkata – 700 160, West Bengal, and, **Local Head Office, Kolkata Circle (LHO Kolkata)** at Samriddhi Bhavan, Block B, 1, Strand Road, Kolkata – 700 001, West Bengal, and includes Client’s representatives, successors and assigns.
- ii) **Consultant:** The term “*Consultant*” shall mean the Project Architect, if any, engaged by the Client, or in the event of their ceasing to be the Consultant for the purpose of this contract, such other person (s) as the Client shall nominate for the purpose. In this project, **M/s. Shetgiri & Associates**, having the Office Address at Block No. 1, 1st Floor, “Safalya”, S.K. Bole Road, Dadar (West), Mumbai – 400 028, Maharashtra, has been appointed as the Project Architect.
- iii) **Contractor:** The term “*Contractor*” shall mean the successful bidder in the e-Tendering vide this office **Tender ID SBIL-KOL-2025-09-CC-AV, dated 08.09.2025**, and their heirs, legal representatives, assigns and successors.
- iv) **Site:** The “*Site*” shall mean **State Bank Institute of Leadership (SBIL), Kolkata, Ashoka Bhavan (Admin. Bldg.), 6th Floor, Plot No. II F/2, Street No. 329, Action Area III, Newtown, Rajarhat, Kolkata – 700 160, West Bengal**, where the work is to be executed as per the lay-out plan (s) and drawing (s) including any other building (s) thereat allotted by SBIL/ Consultant for the Contractor’s use.
- v) **Site Engineer / Project Management Consultant (PMC):** The “*Site Engineer / Project Management Consultant*” shall be the person / organization appointed by SBIL/ Consultant for administration of the proposed work / project.

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- vi) **Drawing:** The work is to be carried out in accordance with the drawings, specifications, the schedule of quantities and any further drawings or any other instruction, which may be given by SBIL/ Consultant, during the execution of the work.

All drawings relating to work given to the Contractor together with a copy of schedule of quantities are to be kept at site and SBIL/ Consultant shall be given access to such drawings or schedule of quantities whenever necessary. Detail fabrication drawings where required are to be prepared by the Contractor and have these approved by the Consultant before taking up execution. The Contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 15 days ahead from the time when it is required for implementation so that SBIL/ Consultant may be able to give decision thereon.

★ “*The Work*” shall mean the work to be executed or done under this contract.

★ “*Act of Insolvency*” shall mean any act as defined by the Presidency Town Insolvency Act, 1909, or, in the Provincial Insolvency Act, 1920 (enactments) or any amending statutes.

★ “*Schedule of Works*” shall mean the schedule of quantities (BOQ), forming part of the contract.

★ “*Priced Schedule of Quantities*” shall mean the schedule of works, duly priced with the accepted quoted Item-rates for each item of the Contractor against the Bank’s approved specification.

5.3 SCOPE OF WORKS: The scope of work consists of the following at the Site in accordance with the Drawings and Schedule of Works –

S.I.T.C Of Audio-Visual & Allied Works For Convention Centre Of State Bank Of India On 6th Floor Of Ashoka Bhavan At State Bank Institute Of Leadership (Sbil), Rajarhat, Kolkata, West Bengal. It includes providing all materials, labour, tools & tackles, equipment and management necessary for and incidental to the execution, construction and completion of the work in conformity with the designs, drawings, specifications, bill of quantities, etc. Should any detail, essential for efficient completion of the work, be omitted from the drawings / specification, it shall be the responsibility of the Contractor to inform SBIL/ Consultant and to furnish and install such detail with Bank’s / Consultant’s concurrence, so that upon completion of the proposed work the same becomes acceptable.

SBIL/ Consultant may, in their absolute discretion, issue further drawings and / or written instructions, details, directions and explanations, which are hereafter collectively referred to as “*The Bank’s / Consultant’s Instructions*” with regard to the following –

- (a) Variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work

- (b) Any discrepancy in the drawing or between the schedule of quantities and / or drawing and / or specification
- (c) Removal of any defective material brought thereon by the Contractor from the site and the substitution of any other material thereof
- (d) Demolition, removal and re-execution of any work already executed by the Contractor
- (e) Dismissal of any person from the work employed thereupon
- (f) Opening up for inspection of any work covered up
- (g) Rectification and making good of any defects under clauses hereinafter mentioned and those arising during the Defect Liability Period.

The Contractor shall forthwith comply with and duly execute any work comprised in such Bank's / Consultant's instruction provided always that verbal instruction, directions and explanations given to the Contractor or his representative upon the work by SBIL/ Consultant shall, if involving a variation, be confirmed in writing to the Contractors within seven days. No work, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of SBIL/ Consultant. Rates of items not mentioned in the priced schedule of quantities shall be fixed by SBIL in consultation with the Consultant as provided in Clause "*Variation*".

5.4 DETAILED DRAWINGS AND INSTRUCTIONS:

The Bank, through its Consultant, shall furnish with reasonable promptness additional instruction by means of drawings or otherwise necessary for proper execution of the work. All such drawings and instructions shall be consistent with contract documents, true documents thereof and reasonably inferable therefrom. The work shall be executed in conformity therewith and the Contractor shall not work without proper drawings and instructions. Immediately after receipt of the work order of the contract, the Contractor shall prepare a progress schedule and submit the same to SBIL through the Consultant for approval which shall indicate the dates for the starting and completion of the various stages of constructions.

5.5 COPIES FURNISHED:

The Contractor, on signing the contract and submission of undertaking **(Proforma – X)**, shall be furnished by SBIL/ through its Consultant free of charge with a copy of the priced schedule of quantities / rates, two copies of each of the said drawings and one copy of specification and two copies of all further drawings issued during the progress of the work. Any further copies of such drawings required by the Contractor shall be supplied on payment by the Contractor of the charges therefor.

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5.6 OWNERSHIP OF DRAWING:

All drawings, specification and copies thereof furnished by SBIL through its Consultant are the property of the Bank. They are not to be used on other work, and with the exception of the signed contract set, are to be returned to SBIL on request on completion of the work.

5.7 FAILURE BY CONTRACTORS TO COMPLY WITH INSTRUCTIONS OF SBIL/CONSULTANT:

If the Contractor, after receipt of written notice from SBIL or the Consultant requiring compliance of any instructions within 10 (ten) days, fails to comply with such instructions, the Bank, through the Consultant, may employ other person (s) to carry out any such instructions whatsoever that may be necessary to give effect thereto and pay all cost in connection therewith. The Contractor shall either pay SBIL the cost incurred by SBIL in connection therewith or SBIL may release the cost from any money due or to become due to the Contractor.

☐ Owner'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, has 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, and becomes unable within 7 days after notice to him to do so to show to the reasonable satisfaction of SBIL/ Consultant that he is able to carry out and fulfil the contract and to give security therefore if so required by SBIL/ Consultant, *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*,

If the Contractor shall assign or sublet his contract without the Bank's consent in writing through the Consultant or shall charge or encumber this contract or any payment due to which may become due to the Contractor thereunder:

↳ has abandoned the contract, *OR*,

↳ has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 15 days after receiving from SBI through the Architect / Consultant written notice to proceed, *OR*,

↳ 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

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materials from the site or to pull down and replace work within seven days after written notice from SBIL through the Consultant that the said materials were condemned and rejected by the Consultant 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 instructions of SBIL/ Consultant to the contrary subject any part of the contract,

THEN, and in any of the said cases, SBIL or the Consultant, may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the contract, but without thereby affecting the powers of SBIL/ Consultant 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 Bank, through the Consultant, 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 contractor (s) 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 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, SBIL/ Consultant shall give a notice in writing to the Contractor to remove his surplus materials and plants. Should the Contractor fail to do so within 15 days after receipt thereof by him, SBIL shall sell the same by public auction after due publication and adjust the amount realized by such auction. The Contractor shall have no right to question any of the act of SBIL incidental to the same of the materials, etc.

5.8 VISIT TO THE SITE:

Intending tenderers are advised to visit the site and make themselves thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of transport condition, availability of labour and materials, access and storage for materials and removal of debris / rubbish. The tenderer shall provide in the tender for cost of carriage, freight and other charges as also for any special difficulties and including local Police restriction for transport, etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim or compensation for difficulties faced or losses incurred on account of any site condition which existed before the

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commencement of the work, or which, in the opinion of SBIL/ Consultant, might be deemed to have reasonably been inferred as so existing before commencement of work.

5.9 TENDERS:

The entire tendering process will be conducted on an electronic platform through **M/s. Antares Systems Limited**, the Bank's authorized e-Procurement Agency. SBIL reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any firm (s) without assigning any reason. The tenderers should note that the tender is strictly on the **Percentage-rate basis** and their attention is drawn to the fact that the percentage offered will be imposed on / applicable for each & every item and is to be quoted on the basis of the Bank's approved specification, which are workable and self-supporting, considering present standard practice for such works. ***If called upon by the Bank, justification of the percentage offered by the Contractor shall have to be submitted. SBIL shall not be bound to accept the said justification.***

The work will be paid for as *"measured work"* on the basis of actual work done and not as *"lump sum"* contract, unless mentioned otherwise. All items of work described in the schedule of quantities are to be deemed and paid as complete work in all respects and details including preparatory and finishing work involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection.

SBIL has power to add / omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing, but no addition, omission or variation shall be made by the Contractor without authorization from the Bank. No variation shall vitiate the contract.

☐ **Validity of Tender:**

The tenderer shall note that his tender shall remain valid for consideration for a period of **90 (ninety) days** from the date of opening of tender.

☐ **Important Note:**

In case the Lowest Tendered Amount of two or more contractors is same, such lowest contractors will again be asked to submit sealed / online ***"Revised \pm Percentage (%) offers"*** on the original estimated cost of tender, derived based on the Bank's approved rates for the items including all sub-sections / sub-heads, as the case may be. But the revised quote shall in no case be higher than the amount quoted during their initial offer for the project. If any of such bidders is found to have quoted percentage-rate (s) higher than their original percentage-rate tender (s) in the revised bid (s), their

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tender shall summarily be rejected. The lowest tender shall be decided on the basis of the revised offers. The process of online re-bidding amongst two or more contractors offering same rates shall continue till L-1 bidder is discovered.

In case any of such contractor (s), who have quoted same percentage-rate during initial bidding or subsequent re-bidding, refuse (s) to submit revised offer, it shall be treated as “*withdrawal of tender*” by the contractor (s) before acceptance. SBIL shall be at liberty and on absolute discretion to take any action as deemed fit against such contractors in that case without making further reference to them.

In case all the lowest contractors, who have quoted same percentage-rate (above / below / at par), refuse to participate in online revised bidding process for the project, appropriate actions as deemed fit by SBIL may be initiated against them and the tenders shall be re-invited for the project.

The contractor (s), who is / are suspended / de-barred in accordance with the above provision because of non-submission of revised offer (s), shall not be allowed to participate in the re-tendering process for the said project.

❑ Additional Security Deposit (ASD) / Additional Performance Guarantee (APG):

If the percentage offered above / below / at par by the successful bidder is found to be below **10%** of the estimated amount put to tender, SBIL may, at its sole discretion, advise the contractor to submit Additional Security Deposit / Additional Performance Guarantee for **the differential amount between 90% of the Estimated Amount (E) put to tender and their Quoted Amount (Q), i.e., $E \times 90\% - Q = ASD / APG$** (rounded up to the nearest thousand rupees), which may be submitted in the form of either Demand Draft (DD), drawn in favour of State Bank of India and payable at Kolkata, or, Bank Guarantee, duly obtained from any nationalized bank other than State Bank of India, as per prescribed format that shall be provided at the material time.

ASD / APG shall be liable for verification, validation & sanctity and may be refunded back in case of DD, or, returned in case of BG on claim by the contractor **after expiry of one (01) year from the virtual completion of the works.** *SBIL shall not be liable to pay any interest against the deposited ASD / APG.* Nevertheless, ASD / APG shall be liable for forfeiture without assigning any reason whatsoever to the contractor, if any or some or all of the delinquencies under **Clause 5.59** would be imposed.

5.10 TENDER DOCUMENTS:

The work has to be carried out strictly according to the conditions stipulated in tender consisting of the documents as Notice Inviting Tenders (NIT), Instructions to the Tenderers, General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Technical Specifications, Price Bid, Drawings, etc.

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❑ Important Note:

★ *Tender documents are not transferable.*

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

- ① Price Bid
- ② GCC of Contract
- ③ Instructions to Tenderers
- ④ Drawings
- ⑤ SCC of Contract
- ⑥ Technical specification.

5.11 AGREEMENT:

The successful tenderer shall execute the Agreement as per the draft agreement **(Sample – II)** within 15 days from the date of issue of formal work order and he shall pay for all stamps and legal expenses, incidental thereto. However, the written acceptance of the tender by SBIL/ Consultant will constitute a binding contract between SBIL and the person so tendering, whether such formal agreement is subsequently executed or not.

5.12 PERMITS AND LICENSES:

Permits and licenses for release of materials, which are under Government control, shall be arranged by the Contractor on behalf of the Bank. SBIL will sign any form or application that may be necessary for the purpose. It may be clearly understood that no compensation or additional charges can be claimed by the Contractor for non-receipt of any such controlled material in due time. The Contractor will, however, be eligible to a proportionate extension of time on this account, which, in the opinion of SBIL/ Consultant, is reasonable. The Contractor shall, at his own cost, arrange for storage shed adequate for taking delivery and storing of the materials including any incidental cost for obtaining permits and licenses, etc. The costs for storing, transporting, handling, etc., are to be included by the Contractor in his quoted offer.

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5.13 GOVERNMENT AND LOCAL RULES:

The Contractor shall conform to the provisions of all local Bylaws and Act relating to the work and to the Regulations, etc., of the Government and Local Authorities (at the State / UT as the case may be) and of any entity, private individual / commercial, with whose system the premises is proposed to be connected. The Contractor shall give all notices required by the said Act, Rules, Regulations and By-laws, etc., and pay all 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 into account all liabilities for licenses, fees for footpath encroachment and restorations, statutory clearance, etc., and shall defend all actions arising from such claims or liabilities.

5.14 COVID-19 PANDEMIC – PRECAUTIONS & MEASURES OF PREVENTION:

The Contractor shall, in addition to the above, ensure, without any extra cost, meticulous compliance of protocols laid down by the Govt. with regard to COVID-19 as well as proper sanitization of articles upon reaching at site and before handing over to the Bank. They will have to take all necessary precautions and measures of prevention from COVID-19 during the execution of job at all times without any exception involving the following –

- ✍ Wearing face masks, hand-gloves, etc., by the workers and supervisors
- ✍ Washing of hands with soap and water at regular intervals
- ✍ Proper sanitization of the premises frequently during the execution of work
- ✍ Ensure cleaning of ambience before and after a day's work

Apart from the aforesaid, any additional norm as prescribed by the Govt. as well as the Bank's authorized officials from time to time in this respect shall have to be meticulously complied with.

5.15 TAXES AND DUTIES:

The tenderer must take a note of the fact that all the rates offered in the Price Bid shall be inclusive of all duties, royalties, cess, excise, sales tax, work contract tax or any other taxes such as Income Tax deducted to contractor or local charges as applicable, etc. No extra claim on this account will in any case be entertained. However, Goods & Services Tax (GST) as per relevant GST act will be paid on production of GSTIN Registration Certificate and on claim.

5.16 WATER & ELECTRICITY:

The Contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

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- Water used by the Contractor shall be fit for construction purposes to the satisfaction of SBILor the Consultant.
- The Contractor shall make alternative arrangements for the supply of water if the arrangement made by the Contractor for procurement of water in the opinion of SBILor the Consultant is unsatisfactory.
- The Contractor shall construct temporary well / tube well in SBI land for taking water for construction purposes only after obtaining permission in writing from the Bank. The Contractor has to make his own arrangement for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to SBI without any compensation as directed by SBILor the Consultant.
- The Contractor shall make his own arrangements for **power and supply / distribution system** for driving plant or machinery for the work and for lighting purposes at his own cost. The cost of running and maintenance of the plants are to include in his tender prices. He shall pay all fees and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

5.17 PROVISIONAL SUMS (P. S.):

All provisional sum described in the schedule of quantities as P.S. shall be exclusively allotted to the purchase of materials and not for any handling / fixing to be done by the Contractor, unless stated otherwise. Such costs of handling and fixing with profit (including transport charge if required) shall be separately included in the contract price as described in the schedule of quantities. The disposal of the amounts covered under this head will be absolutely at the discretion of the Bank. Contractor is to make payments for these materials to the suppliers on certificate or orders issued by SBIL/ Consultant and realize the payment from SBILthus made through his bills for work done. However, SBILmay allot any extra job pertaining to the works as deemed fit for smooth and better completion, which can be assessed within P.S. In those events, the contractor shall have to justify their claims against the works done.

5.18 QUANTITY OF WORK TO BE EXECUTED:

The quantities shown in the schedule of works are intended to cover the entire job indicated in the drawing, but SBILreserves the right to execute only a part or the whole or any excess thereof without

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assigning any reason therefor. If at any time after the commencement of the work, SBIL/ Consultant shall, for any reason whatsoever, not require the whole work thereof as specified in the tender to be carried out the Consultant / Bank shall give notice in writing of the fact to the Contractor who shall have no claim to any payment as compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawing, designs and instructions which shall involve any curtailment of the work as originally contemplated.

❑ Other Persons Engaged by the Bank:

SBIL reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other Agency or persons and the Contractor shall allow all reasonable facilities and use of any scaffolding etc. for the execution of such work. All the agencies employed by SBIL on the work shall act in close co-ordination extend mutual assistance to enable completion of the work satisfactorily.

5.19 EMD AND SECURITY DEPOSIT / RETENTION MONEY:

The intending tenderers will have to upload the scanned copy of **the Demand Draft (DD) as Earnest Money Deposit (EMD)** for the amount of **₹2,09,500/- (Rupees Two Lakh Nine Thousand Five Hundred only)**, calculated @ 1% of the Estimated Amount, rounded up to nearest thousand rupees, to be drawn in favour of State Bank of India and payable at Kolkata. EMD of unsuccessful bidders will be returned after opening of Online Price Bid on written claim.

The successful tenderer, to whom the contract is awarded, shall have to deposit **an amount @ 2% of the Accepted Contract Price (Work Order Value)**, rounded up to the nearest thousand rupees, as **Initial Security Deposit (ISD)**, which may be submitted in the form of Demand Draft (DD), valid for a period of 90 days from the date of issue of work order to the successful tenderer, drawn in favour of State Bank of India, payable at Kolkata. EMD will be returned to the successful bidder on receipt of ISD. The Initial Security Deposit will have to be made within 14 days from the date of acceptance of tender, failing which, the Bank, at its discretion, may revoke the Letter of Intent / Acceptance and take any action as deemed fit against the contractor without making further reference.

Apart from the ISD as above, **Performance Security Amount, i.e., Total Security Deposit (TSD) in the form of Retention Money (RM)** shall be deducted from progressive running bills @ 10% of the gross value of work done by the Contractor and claimed in each bill, provided, **the Total Security Deposit (TSD) shall not exceed 5% of the Accepted Contract Price (Work Order Value).** The retention money will not be deducted if adequate Bank Guarantee from a Nationalized Bank other

than SBI is submitted by the contractor. An amount @ 50% of the TSD will be refunded to the contractor, subject to the issue of virtual completion certificate by SBIL/ Consultant and contractor removing his materials, equipment, labour force, temporary shed / stores, etc., from the site. The balance 50% will be refunded to the contractor 30 (Thirty) days after the expiry of **Defect Liability Period (DLP), i.e., 36 months from the date of completion of work**, provided he has satisfactorily carried out all the works, submitted all documents contractually called for and attended to all defects during DLP in accordance with the conditions of contract. ***SBIL is not liable to pay any interest on the Performance Security Amount / Retention Money.***

Further, if some dues to SBIL from the Contractor (s) have still to be recovered, SBIL reserves the right to withhold payment of so much of the Performance Security as in his opinion, represents the cost of the same.

5.20 CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawing, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancies therein he shall immediately and in writing refer the same to SBIL/ Consultant whose decision shall be final and binding. The Contractor shall provide himself for ground and fresh water for carrying out the work at his own cost. SBIL shall on no account be responsible for the expenses incurred by the Contractor for hired ground or fresh water obtained from elsewhere. The rates against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and / or materials inclusive of all taxes and duties whatsoever except for specific items, if any stipulated in the tender documents. The Contractor shall supply, fix and maintain at his own cost for the execution of any work, all tools, tackles, machineries and equipment's and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the Contractor shall take down and remove any or all such centering, scaffolding planking, timbering, strutting, shoring, etc., on occasions as required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of work to the satisfaction of SBIL/ Consultant. The Contractor, if required, shall also provide such road on site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such road shall be broken up and levelled where so required unless SBIL shall otherwise direct. The Contractor shall at all times give access to workers employed by SBIL or any men employed on the building and to provide such parties with proper, sufficient and if required, special scaffolding, hoists

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and ladders and provide them with water and lighting and leave or make any holes, grooves, etc., in any work, where directed by SBIL/ Consultant as may be required to enable such workman to lay or fix pipes, Air-conditioning wiring, special fittings, etc. The quoted Item-rates of the tenderers shall accordingly include all these above-mentioned contingent works.

5.21 TIME OF COMPLETION / EXTENSION OF TIME AND PROGRESS CHARTS:

☐ Time of Completion:

The entire work is to be completed in all respects within the stipulated period of **60 (sixty) days (including Sundays and Holidays)** from the Date of Issue of the Work Order or the Site Handover Date, whichever is later. The work shall be deemed to be commenced within 7 (seven) days from the issue of formal work order or the date on which the Contractor is instructed to take possession of the site, whichever is later. Time is the essence of the contract and shall be strictly observed by the Contractor. The work shall not be considered as complete until SBIL/ Consultant have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

☐ Extension of Time:

If, in the opinion of SBIL/ Consultant, the work be delayed for –

- ↳ delayed handing over of site
- ↳ by reason of any exceptionally inclement weather
- ↳ by reason of instructions from SBIL/ Consultant in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners
- ↳ by the work, or delay of other Contractors or tradesmen engaged or nominated by SBIL/ Consultant and not referred to in the specification
- ↳ by reason of authorized extra and additions
- ↳ by reason of any combination of workman or strikes or lockout affecting any of the building trades
- ↳ from other causes which SBIL/ Consultant may consider are beyond the control of the Contractor,

THEN, SBIL/ Consultant, at the completion of the time allowed for the contract, shall make fair and reasonable extension of time **(Proforma – IX)** for completion in respect therefor. In case of such

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strikes or lock-outs, as are referred to above, the Contractor shall immediately give SBIL/ Consultant written notice thereof **(Proforma – VII)**. Nevertheless, the Contractor shall use his best endeavours to prevent delay and shall do all that as may be reasonably required, to the satisfaction of SBIL/ Consultant to proceed with the work and on his so doing it will be ground of consideration by SBIL/ Consultant for an extension of time as above provided. The decision of SBILas to the period to be allowed for an extension of time for completion hereunder shall be promulgated at the conclusion of such strike or lock-out and SBILshall then, in the event of extension being granted, determine and declare the final completion date, which decision shall be final and binding on the Contractor. The provision in **Clause 5.22** with respect to payment of liquidated damages shall, in such case be read and construed as if the extended date fixed by SBIL/ Consultant were substituted for and the damage shall be deducted accordingly.

❑ Progress of work / work programme:

During the period of construction, the Contractor shall maintain proportionate progress on the basis of a programme chart submitted by the Contractor immediately before commencement of work and agreed to by SBIL/ Consultant. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the programme chart so that there is no delay in completion of the project.

5.22 LIQUIDATED DAMAGES (LD CLAUSE):

Should the work be not completed to the satisfaction of SBIL/ Consultant within the stipulated period, the Contractor shall be bound to pay to SBIL **a sum calculated @ 0.5% of the Accepted Contract Price (Work Order Value) per week of delay, subject to a maximum of 5% of the Accepted Contract Price (Work Order Value) by way of Liquidated Damages** and not as penalty during which the work remains uncompleted or unfinished after the expiry of the completion date.

❑ Addendum to Liquidated Damages Clause:

The parties hereby agree that due to negligence of act of the Contractor, if the employer suffers losses, damages, the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Contractor agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract. The amount against liquidated damages under this Contract shall not exceed 5% of the total value of the contract. The liquidated damages shall be applicable under following circumstances:

- If the deliverables are not submitted as per schedule and time, the Contractor shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

- If the deliverables are not acceptable to the Employer, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Contractor shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of the services for every week or part thereof for the delay.

Any delay beyond this, SBIL shall be free to terminate the contract and get the work done from an alternate source at the risk of the Contractor, besides invoking Bid Security Declaration. The decision of SBIL as to the period of delay on the part of the Contractor and the quantum of compensation for such delay shall be final and binding on the Contractor. If the Contractor is unavoidably hindered in carrying out the work on account of delayed decision or the approval by the Bank, which are necessary to carry out further work, he shall be allowed suitable extension of time by concerned authority of the Project, whose decision shall be final and binding on the Contractor. No claim of the Contractor shall be entertained against SBIL for such delayed approvals / decisions by the Govt. Authorities, excepting suitable extension of time.

5.23 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

In any case, in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay liquidated damages amounting to the whole of his security deposit (whether paid in one sum or deducted by installments), SBIL/ Consultant shall have power to adopt any of the following courses as they may deem best suited to the interest of the Bank:

- To rescind the contract (of which rescission notice in writing to the Contractor under hand of SBIL shall be conclusive evidence) and in which case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Bank;
- To employ labour paid by SBIL and supply materials to carry out the work, or any part of the work, debiting the Contractor with the cost of the labour and price of material (of the amount of which cost and price of a certificate of the Consultant 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 rates as if had been carried out by the Contractor under the terms of this contract. The certificate of the Consultant as to the value of the work done shall be final and conclusive against the Contractor;
- 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 Consultants shall be final and conclusive) shall be binding and paid by the original Contractor and may be deducted from any money due to him by SBIL under the

contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any the above courses being adopted by the Bank, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or make any advances on account of or with a view to the execution of this 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 be paid any sum for any work thereto actually performed under this contract, unless and until SBIL 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.

5.24 TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS:

The Contractor shall provide, fix up and maintain proper office accommodation at an approved position for the Contractor's representatives and staff, which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the work and make good all work disturbed. All drawings maintained at the site are to be carefully mounted on boards of appropriate size. They are to be protected from ravages of termites, ants and other insects. The Contractor, if called for, shall provide at his own cost all artificial light required for work and to enable other contractors and sub-contractors to complete the work within the specified time. The Contractor, if called for, shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights, etc., required. The Contractor, if called for, shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the work disturbed by these conveniences.

Every precaution shall be taken by the Contractor to prevent the breeding of mosquitoes on the work during the construction and all receptacles, cisterns, water tanks, etc., used for storage of water must be suitably protected against, breeding of mosquitoes.

The Contractor shall indemnify SBIL against any breach of rules in respect of anti-malarial measures. The Contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding gantry, building structure other than those approved by the Bank.

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☐ Protective Measures:

The Contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sunday and other holidays. The Contractor shall indemnify SBIL against any possible damage to the building, roads or member of the public in courses of execution of the work. The Contractor shall provide necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the work and making good all work disturbed.

☐ Storage of Materials:

The Contractor shall provide and maintain proper sheds for the proper storage **(Proforma – VIII)** and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of sub-contractors and remove the same on completion. Sheds for storage of cement are to have pucca floor raised above the ground. Cement godown shall be constructed for storing about six weeks requirements of cement and stored as per norms with a stack of 10 bags each, 2 ft. opening all around with 2 ft. passage between each stack. Structure shall be waterproof from all the sides and top. Cement should be stored one ft. above the ground level and have pucca raised floor. So also, reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

☐ Tools:

All tools, equipment's and instruments as instructed by SBIL/ Consultant and considered necessary for the work shall be provided by the Contractor for the due performance of this contract. All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement shall be supplied by the Contractor. The workmen and the supervisors on the work shall carry with them always a steel tape, a spirit level, a plumb bob and a square and shall check the work to see that the same is being done according to the drawing and specifications. The site Engineer will use any or all measuring instruments or tools belonging to the Contractor as he chooses for checking the work executed or being executed on the contract. The Contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant, etc., by sub-contractors for their work.

5.25 NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS:

The Contractor shall conform to the provisions of any Acts of the Legislature relating to the work and to the Regulations and Bylaws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose system the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform,

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give SBIL/ Consultant written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. SBIL/ Consultant on receipt of such intimation shall give a decision within a reasonable time. The Contractor shall arrange to give all notices required for by the said Acts. Regulations or Bylaws to be given to any authority and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Bank. The Contractor shall indemnify SBIL against all claims in respect of patent right, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all action arising from such claims and shall keep SBIL saved harmless and indemnified in all respects from such actions, costs and expenses.

5.26 SAFETY MEASURES AT SITE, CLEARING AND SETTING OUT WORKS:

The site shown on the plan shall be cleared of all obstruction, trees, bushes, shrubs, loose stone and rubbish materials of all kinds. All holes or hollows whether original, existing or produced by removal of loose stone or materials shall be carefully filled up with earth well rammed and levelled off as directed at his own cost. The Contractor shall set out the work and shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the Contractor shall at his own expenses rectify such error, if called upon to the satisfaction of SBIL/ Consultant.

The Contractor shall further set out the work to the alternative positions at the site until one is finally approved and the Item-rate quoted in his tender should include for this and no extra on this account will be entertained.

- **Safety Measures at Site:**
 - First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
 - An injured person shall be taken to a public hospital without loss of time, in cases when the injury necessitates hospitalization.
 - Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
 - No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent running shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.

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- The excavated material shall not be placed within 1.5 meters of the edge of the trench half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- No floor, roof or other part of the structure shall be so overloaded with debris or material as to render it unsafe.
- Workers employed on mixing and handling material such as asphalt, cement, mortar, concrete and lime shall be provided with protective footwear and rubber hand gloves.
- Those engaged in welding works shall be provided with welders' protective eye shield and gloves.
- No paint containing lead or lead products shall be used except in the form of paste readymade paint.
- Suitable facemasks should be supplied for use by the workers when the paint applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during cessation of work.
- Hoisting machines and tackle used in the works including their attachments anchor and supports shall be in perfect condition.
- The ropes used in hoisting or lowering material or as a means of suspension shall be durable quality and adequate strength and free from defects.
- **Safety Warnings at Site:**

The Contractor shall have to arrange necessary flex signages depicting statutory warnings viz. "RESTRICTED AREA : WORK IN PROGRESS", "MEN AT WORK", etc.

5.27 DATUM:

The average ground level will be considered as the crown of the nearest road, which should be taken as "Datum" which is however, subject to final confirmation by SBIL/ Consultant. All levels shown in the drawings are to be strictly adhered to.

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5.28 BENCHES:

The Contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times. These benches will consist of timber posts of adequate length and minimum diameter 75 mm to be driven in the ground at suitable distance as directed encased with brick work. The wire nails will be driven on the top of timber posts on the centre lines of columns, walls, inside and outside face of foundation trenches. Centre line of walls, columns, etc., may be clearly indicated and checked at any time if it is so required.

5.29 CONTRACTOR TO IMMEDIATELY REMOVE ALL OFFENSIVE MATTERS:

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be once be carted away by the Contractor to a safe place as per rules of the appropriate authorities. The Contractor shall keep the foundation and work free from water and shall provide and maintain at his own expenses electrically or other power-driven pumps and other plant to the satisfaction of SBIL for the purpose, until the building is handed over to the Bank.

The Contractor shall arrange for the disposal of the water so accumulated to the satisfaction of SBIL and the local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

5.30 ACCESS:

Any authorized representative of SBIL/ Consultant shall at all reasonable times have free access to the work and / or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the Contractor shall give every facility to SBIL or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of SBIL and Consultant no person shall be allowed at any time without the written permission of the Bank.

5.31 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS:

All the work specified and provided for in the specification or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars and instructions as may from time to time be given by SBIL/ Consultant during the execution of the work, and to his entire satisfaction. If required by SBIL/ Consultant, the Contractor shall have to carry out tests on materials and workmanship in approved

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materials testing laboratories or as prescribed by Bank / Consultant at his own cost to prove that the materials etc. under test conform to the relevant I.S. standards or as specified in the specification. No extra payment on this account should in any case be entertained. A list of Mandatory Tests is given in Technical Specification which is only indicative and not exhaustive. Any other tests, special or routine, on any material or workmanship, advised to be done by SBIL/ Consultant for any reason shall be done by the Contractor for which no additional payment will be made. All the materials, stores & equipment's required for full performance of the work under the contract must be provided through normal channels and must include charge for sales tax, import duties and other charges as applicable and must be best of their kind available and the Contractor must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanship manner. Samples of all materials to be used shall be submitted to SBIL/ Consultant and written approval from SBIL/ Consultant shall be obtained prior to placement of order. A list of materials of approved make and brand is annexed. Materials mentioned in the said list shall be used. In case materials specified in the list are not available the Contractor/s may use the equivalent product with prior permission from SBIL/ Consultant. As regards equivalent product / material the opinion of SBIL/ Consultant shall be final and binding on the Contractor. During the inclement weather conditions, the Contractor shall suspend concreting and plastering for such time as SBIL/ Consultant may direct and shall protect from injury all work during its course of execution. Any damage (during construction) to any part of the work for any reasons due to rain, storm or neglect of Contractor, shall be rectified by the Contractor in an approved manner at no extra cost. Should the work be suspended by reason of rain, strike, lockouts or any other cause, the Contractor shall take all precaution necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes. The Contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesman or sub-contractor and any damage caused must be made good by the Contractor at his own expenses.

5.32 REMOVAL OF IMPROPER WORK:

SBIL/ Consultant shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of SBIL/ Consultant are not in accordance with specification or instruction, the substitutions or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instruction. In case the Contractor refuses to comply with the order Bank / Consultant shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Consultant shall be borne by the Contractor or may be deducted from any money due to or that may become due to the Contractor. No certificate which may be given by the Consultant shall relieve the Contractor from his liability in respect of unsound work or bad materials.

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5.33 SITE ENGINEER / PROJECT MANAGEMENT CONSULTANT (P. M. C.):

The term “Site Engineer” shall mean the person if, any, appointed and paid by SBIL to superintendent the work. The Contractor shall afford the Site Engineer every facility and assistance for examining the work and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any day work, additions, alterations, deviations or omission or any extra work whatever, except in so far as such authority may be specially conferred by a written order of SBIL/ Consultant. The Site Engineer shall have power to give notice to the Contractor or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of SBIL/ Consultant is obtained. The work will from time to time be examined by the Consultant / Bank or his authorized representative and the Site Engineer. But such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects, which may be found to exist at any stage of work or after the same is complete. Subject to the limitations of this clause the Contractor shall take instructions only from the Consultant / Bank.

5.34 OFFICE ACCOMMODATION FOR THE SITE ENGINEER / P.M.C.:

The Contractor shall provide erect and maintain at his cost a separate simple watertight office accommodation for the Site Engineer / PMC in case it is not already available at site. This accommodation shall be well lighted and ventilated and provided with windows, door with a lock. The Site Engineer's / PMC's office shall be minimum of 14.0 sqm (\approx 150 Sq. Ft.) and the Contractor shall provide a desk, chair, drawers for keeping drawings, a cupboard having proper lock and backboard for displaying drawings and lights and fans. The accommodation shall be demolished when directed.

5.35 CONTRACTOR'S EMPLOYEES:

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instruction of SBIL/ Consultant. The Contractor shall engage at least one experienced technical representative as Site-in-Charge for execution of the work. The Contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently. The Contractor may employ local labourers on the work as far possible. Any labourer supplied by the Contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of SBIL or his representative shall be deemed to be a person employed by the Contractor. The Contractor shall comply with the provisions of all labour legislation including the requirements of the following –

- ❖ Payment of Wages Act, 1936
- ❖ Bank's Liability Act

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- ❖ Workmen Compensation Act, 1923
- ❖ Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules 1971
- ❖ Apprentices Act, 1961
- ❖ Any other Act or enactment relating thereto, and rules framed there under from time to time.

The Contractor shall keep SBIL saved, harmless and indemnified against claims of any of the workmen and all costs and expenses as may be incurred by SBIL in connection with any claim that may be made by any workman are recoverable from the Contractor. The Contractor shall comply at his cost with order of requirement of any Health Officer of the State or any local authority or of SBIL regarding the maintenance of proper environmental sanitation of the area where the Contractor's labourers are housed or accommodated, for the prevention of small-pox, cholera, plague, typhoid, malaria and other contagious diseases. The Contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the work and shall remove and clear away the same on completion of work. Adequate precaution shall be taken by the Contractor or prevent nuisance of any kind on the work or on the lands adjoining the same. The Contractor shall arrange to provide first aid treatment to the labourers engaged on the work. He shall within 24 hours of occurrence of any accident at or about the site or in connection with execution of work, report such accident to SBIL and also to the competent authority where such report is required by law.

In case of accidents depending on the seriousness of injury etc. in addition to the hospitalization / Treatment charges and Group insurance amount, compensation shall be paid by the Contractor to the affected person (s), his / their family members in presence of Engineer-in-Charge as per Workmen Compensation Act. The Contractor shall take appropriate insurance policy for the effective implementation of the above penalty provision.

★ No person (s) below the age of 16 (sixteen) years and a non-Indian national shall be employed on the work.

5.36 DISMISSAL OF WORKMEN:

The Contractor shall, on the request of SBIL/ Consultant, immediately dismiss from work any person employed thereon by him, who may, in the opinion of SBIL/ Consultant, be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation or damages against SBIL/ Consultant or any of their officer / employee.

5.37 ASSIGNMENT:

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

5.38 NOMINATED SUB-CONTRACTOR:

All specialists, Merchants, Tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities / Rates and / or specification who may be nominated or selected by the Consultant / Bank are hereby declared to be sub-contractors employed by the Contractor and are herein referred to as nominated sub-contractors. No nominated sub-contractor shall be employed on or in connection with the work against which Contractor shall make reasonable objection or save where SBIL and Consultant shall otherwise agree who will not enter into a contract provided that –

- The nominated sub-contractor shall indemnify the Contractor against the same obligation in respect of the sub-contract as the Contractor is under in respect of this contract.
- The nominated sub-contractor shall indemnify the Contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants and property of the Contractor or under any Workman's Compensation Act in force.
- Payment shall be made to the nominated sub-contractor within 14 days of his receipt of the Consultant's certificate provided that before any certificate is issued the Contractor shall upon request furnish to the Consultant proof that all nominated sub-contractors accounts included in previous certification have been duly discharged, in default thereof SBIL may pay the same upon a certificate of the Consultant and deduct the amount thereof from any sums due to the Contractor. The exercise of those powers shall not create probity of contract between SBIL and the Sub-Contractor.

5.39 DAMAGE TO PERSONS AND PROPERTY:

The Contractor shall be responsible for all injury to the work or workmen, to persons, animal or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's

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employees, whether such injury or damage arise from carelessness, accident or any of his or a sub-contractor's employees, or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include, inter-alia, any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, footpaths or ways as well as damage caused to the buildings and the work forming the subject of this contract by rain, wind or other inclemency of the weather. The Contractor shall indemnify SBIL and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim. The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract work complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

5.40 INSURANCE:

5.40.1 Obligation:

Without limiting his obligations and responsibilities under the contract, the Contractor shall insure **(Proforma – VI)** in the joint names of the State Bank of India and the Contractor against all loss of damages from whatever cause arising other than the excepted risk, for which he is responsible under the terms of contract and in such a manner that the State Bank of India and Contractor are covered for the period stipulated under **Clause 5.21 of GCC** and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contract in the course of any operations carried out by him for the purpose of complying with his obligations under clause –

- The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the work at their replacement value.
- The constructional plant and other things brought on to the site by the Contractor to the replacement value of such constructional plant and other things.
- Such insurance shall be in effect with an insurer and in terms approved by the State bank of India which approval shall not be unreasonably withheld and the Contractor shall, whenever required, produce to the Architect / Consultant the policy of insurance and receipts for payment of the current premiums.

5.40.2 Damage to persons & property:

The Contractor shall, except if and so far as the contract provides otherwise, indemnify SBIL 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 the following –

- ◆ The permanent use of occupation of land by or any part thereof
- ◆ The rights of SBIL execute the works or any part thereof on, over, under, in or through any lands
- ◆ Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract
- ◆ Injuries or damage to persons or property resulting from any act or neglect of SBIL their agents, employees or other Contractors not being employed by the Contractor or for 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 State Bank of India, their employees, or agents or other Contractors for the damage or injury.

5.40.3 INDEMNITY CLAUSE – Contractor to Indemnify State Bank of India:

The Contractor shall indemnify the STATE BANK OF INDIA against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision **Clause 5.38.**

5.40.4 Contractor's Superintendence:

The Contractor shall fully indemnify and keep indemnified the State Bank of India 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 which may be payable in respect of any article or part thereof included in the contract.

In the event of any claim made under or action brought against STATE BANK OF INDIA in respect of such matters as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be 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 STATE BANK OF

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INDIA 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.

5.40.5 Third-party Insurance:

5.40.5.1 Obligation:

Before commencing the execution of the work the Contractor but without limiting his obligations and responsibilities under **Clause 5.25** 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 STATE BANK OF INDIA, or to any person, including any employee of the STATE BANK OF INDIA, 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 5.38** thereof.

5.40.5.2 Minimum Amount of Third-party Insurance:

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

5.40.6 Minimum Insurance Cover:

The minimum insurance cover for physical property, injury, and death is **Rs.5.00 Lakh** per occurrence with the number of occurrences limited to four. After each occurrence Contractor will pay premium to make insurance valid for four occurrences always.

5.40.7 Accident or Injury to Workmen:

5.40.7.1 Obligation:

SBIL 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 State Bank of India or their agents, or employees. The Contractor shall indemnify and keep indemnify State Bank of India against all such damages and compensation, save and except as aforesaid, and against STATE BANK OF INDIA claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

5.40.7.2 Insurance against accidents, etc., to Workmen:

The Contractor shall insure against such liability with an insurer approved by SBIL during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the Consultant such policy of insurance and receipt for 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 person in such manner that State Bank of India is indemnified under the policy but the Contractor shall require such sub-contractor to produce to the Consultant when such policy of insurance and the receipt for the payment of the current premium.

5.40.7.3 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 the terms of contract, then and in any such case SBIL 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 State Bank of India as aforesaid from any amount due or which may become due to the Contractor, or recover the same as debt from the Contractor. In addition, an amount of penalty of **Rs1.00 Lakh** will be imposed and to be recovered from the proceedings of any bill due to be paid to the Contractor.

5.40.7.4 Obligation:

Without prejudice to others' rights of the State Bank of India against Contractors. In respect of such default, the employer shall be entitled to deduct from any sum payable to the Contractor the amount of any damages, costs, charges, and other expenses paid by the State Bank of India and which are payable by the Contractors under this sub-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.

5.41 ACCOUNT RECEIPTS AND VOUCHERS:

The Contractor shall, upon the request of SBIL/ Consultant, furnish with all invoices, accounts, receipts and other vouchers that they may require in connection with the work under this contract. If the Contractor uses materials less than what he is required for under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of SBIL shall be final and binding on the Contractor as to the quantum of materials the Contractor is required to use for any work under this contract.

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5.42 MEASUREMENT OF WORK:

The Contractor will record and submit to the Project Management Consultant / Site Engineer / Consultant / Bank with the details of measurements for their scrutiny and signature. The Contractor should submit the bill with such endorsement of PMC / Site Engineer / Consultant / Bank. On receipt of the bill, the Consultant shall intimate the Contractor that he requires the work to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist the Consultant or the Consultant's representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by them. The Contractor or his Agents may at the time of measurements take such notes and measurements as he may require. All authorized extra work, omissions and all variations made without the Consultants knowledge, if subsequently sanctioned by him in writing, with the approval of SBIL shall be included in such measurements. The final measurement should be done within one month from the date of completion of work jointly by the Consultant and / or his representative, and, if the Contractor fails to comply, the measurements taken by the Consultant will be final and binding.

5.43 METHOD OF MEASUREMENT:

Unless otherwise mentioned elsewhere in the tender, measurement will be on the net quantities of work produced in accordance with up-to-date rules laid down by the Bureau of Indian Standards. In the event of any dispute with regard to the measurement of the work executed, the decision of SBIL/ Consultant shall be final and binding on the Contractor.

5.44 ACTION WHERE NO SPECIFICATION:

In the case of any of work for which there is no such specification in Technical Specification such work shall be carried out in accordance with the I.S. Specification and in the event of there being no IS Specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of SBIL/ Consultant.

5.45 CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC:

The Contractor (s) shall not deposit materials locations, which will cause inconvenience to the public. The Consultant may require the Contractor to remove any materials, which are considered by him to be a danger or inconvenient to the public and cause them to be removed at the Contractor's cost.

5.46 PAYMENTS:

All bills shall be prepared by the Contractor in the form prescribed by SBIL/ Consultant **(Proforma – I)**. Normally, one interim bill shall be prepared each month subject to minimum value for interim

certificate as stated in these documents. The interim bill in proper forms must be duly accompanied by detailed measurements, duly endorsed by the Site Engineer / PMC in support of quantities of work done and must show deduction for all previous payments, retention money, etc. Advance / ad-hoc payments for work will not be normally made. However, ad-hoc payments may be made at the discretion of SBIL/ Consultant in case of exigency. SBIL/ Consultant shall issue certificate **(Proforma – III, IV & V)** after due scrutiny of the Contractor's bill stating the amount due to the Contractor from SBIL and the Contractor shall be entitled to payment thereof, by SBIL within the period of "*honoring certificates*" mentioned in these documents.

The amount stated in an interim certificate shall be the total value of work properly executed and approximately 75% of invoiced value of material brought to site for permanent incorporation into the work up to the date of the bill less the amount to be retained by SBIL as the retention money and less installments previously paid under these conditions.

The materials to be considered for secured advance **(Proforma – II)** shall be non-perishable in nature and only include the value of the said materials and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties and considered acceptable by SBIL/ Consultant. An indemnity bond is to be submitted in an appropriate format approved by the Bank, whenever Secured Advance against materials are prayed for. If SBIL has supplied any materials or goods to the Contractor, the cost of any such materials or goods will be progressively deducted from the amount due to Contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall, it conclude determine or affect in any way the powers of SBIL under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor to the Consultant within one month of the date of certificate of completion furnished by the Consultant and payment shall be made after the same is duly verified and certified by the Consultant.

- **Final Payment:**

The final bill shall be accompanied by a certificate of completion **(Proforma – XI & XII)** from SBIL/ Consultant along with all other documents required to be submitted by the Contractor under these conditions. Payment of final bill shall be made after deduction of Retention Money as specified in these conditions which sum shall be refunded in the manner stated in these conditions. The acceptance

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of payment of the final bill by the Contractor would indicate that he would have no further claim in respect of the work executed.

- **Note:**

The contractors are advised to submit their final bill (s) within 30 days from the date of completion of works, duly certified / recommended by the user department and supported by the work completion certificate as per the prescribed format, failing which their bill (s) may not be considered for payment. One undertaking shall have to be submitted to SBIL while receiving the formal works order (s).

5.47 VARIATION / DEVIATION:

The Contractor may when authorized and shall, when directed in writing by SBIL/ Consultant, add and or omit or vary the work shown in the drawings or described in the specification or included in the priced schedule of quantities. The Contractor on his own accord shall make no addition, omission or variation without such authorization from Bank. A verbal authority or direction by SBIL/ Consultant, if confirmed by the Contractor in writing within 7 days, shall be deemed to have been given in writing. The price of all such additional / non-tendered items will be worked out on the basis of rates quoted for similar items in the contract, wherever existing or an engineering rate analysis based on prevalent fair price of labour materials at site of work including wastage and other components as required plus **15% for overhead and profit, etc.** Works contract Sales Tax at prevailing rate will be payable extra over the stipulated OH / project percentage.

The tender rates shall hold good for any increase or decrease in tender quantities. No claim for an extra shall be allowed unless it has been executed by the authorization of Bank / Consultant. No variation shall vitiate the contract.

5.48 SUBSTITUTION:

Should the Contractor desire to substitute any materials and workmanship he / they must obtain the approval of SBIL/ Consultant in writing for any such substitution well in advance. For materials designated in this specification by such term as “Equal” or “Other Approved Equivalent”, etc. Specific approval of SBIL/ Consultant shall be obtained in writing prior to execution.

5.49 PREPARATION OF BUILDING WORK FOR OCCUPATION AND SUBSEQUENTLY USE ON COMPLETION:

The whole of the work will be thoroughly inspected by the Contractor and deficiencies / defects put right, all windows and doors cleaned including cleaning and oiling, if necessary, of all hardware. All floors, staircases and every part of the building both inside & outside shall be left neat and clean as

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to ensure immediate occupation to the satisfaction of the Bank. On completion of above, the Contractor shall inform SBIL that he has completed the work and it is ready for inspection.

5.50 CLEARING OF SITE ON COMPLETION OF WORKS:

On completion of the work the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary work of every kind and leave the whole of the site and the work clean and in workman like condition to the satisfaction of SBIL/ Consultant.

5.51 DEFECTS AFTER COMPLETION:

The Contractor shall make good from time to time at his own cost and to the satisfaction of SBIL/ Consultant all defects, shrinkage, settlements or other faults which may appear within 36 months after completion of the work and considered as the “*Defect Liability Period*”. In default SBIL may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental there to shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by SBIL or may be deducted by the Bank, in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover the balance from the Contractor from the amount retained under these conditions together with any expenses SBIL may have incurred in connection therewith.

5.52 GUARANTEE FOR SPECIALIZED WORKS:

Wherever provision for submission of a guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main Contractor engaged for the work. The guarantee shall be furnished on a non-judicial stamp paper of appropriate value. If the Contractor is required to submit guarantee / guarantees for any item / items for a period of more than 36 months, the guarantee/guarantees in case of those items shall remain valid even after expiry of the defect liability period of 36 months as stipulated in the contract.

5.53 CONCEALED WORK:

The Contractor shall give due notice to SBIL/ Consultant whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise become inaccessible later on, in order that the work may be inspected, and correct dimensions taken before such burial. In default whereof, the same shall, at the option of SBIL/ Consultant, be either opened up for measurements at the Contractor's expense or no payments may be made for such materials. Should any differences or dispute arise after execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked the records of SBIL/ Consultant shall be accepted as correct and binding on the Contractor.

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- **Treasure Trove:**

Any treasure trove, coin or object antique which may be found on the site shall be the property of SBI and shall be handed over to SBIL immediately.

5.54 ESCALATION:

The rates quoted shall be firm throughout the tenure of the contract (including extension of time, if any granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi, etc., unless specifically provided for this document.

5.55 IDLE LABOUR:

Whatever the reasons may be, no claim for idle labour, additional establishment cost, hire and labour charges of tools and plants would be entertained under any circumstances.

5.56 SUSPENSION:

If the Contractor, except on account of any legal restraint upon SBIL preventing the continuance of the work or in the opinion of SBIL shall neglect or fail to proceed with the due diligence in the performance of his part of the contract or if he shall more than once make default, SBIL shall have the power to give notice in writing to the Contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause. After such notice shall have been given, the Contractor shall not be at liberty to remove from site of the work or from any ground contiguous thereto, any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Contractor shall fail for 15 days after such notice has been given to proceed with the work as therein prescribed, SBIL may proceed as provided in **Clause 5.57 (Termination of Contract by the Bank)**.

5.57 TERMINATION OF CONTRACT BY BANK:

If the Contractor being a Bank go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a compensation for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the Contractor in insolvency, shall repudiate the contract or if a Receiver of the Contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of SBIL that he is able to carry out and fulfil the contract and if so required by SBIL to give reasonable security there for, or if the Contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Contractor or shall assign, charge or encumber this contract

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or any payments due or which may become due to the Contractor, thereunder, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the Contractor within three clear days after the notice shall have been given to the Contractor in manner hereinafter mentioned requiring the Contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the work, or shall in the opinion of SBIL not exercise such due diligence and made such due progress as would enable the work to be completed within due time agreed upon and shall fail to proceed to the satisfaction of SBIL after three clear days' notice requiring the Contractor to do so shall have been given to the Contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, SBIL may notwithstanding any previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of SBIL of the obligations and liabilities of the contract the whole of which shall continue in force as fully as if the contract had not been so determined and as if the work subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favor of the Contractor). Further SBIL or his agent or servants may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials being lying upon premises or the adjoining lands or road and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractors or other person to complete, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractors or other persons or person employed from completing and finishing or using the materials and plants for the work. When the work shall be completed or as soon as thereafter as conveniently may be, SBIL shall give notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt by him of the said notice, SBIL may sell the same by Public Auction and shall give credit to the Contractor for the amount so realized. Any expenses or losses by SBIL in getting the work carried out by other Contractors shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or due on account of work carried out by the Contractor prior to engaging other Contractors or against the Security Deposit.

5.58 ARBITRATION CLAUSE:

5.58.1 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. If the Contractor considers

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that he is entitled to any extra payment or compensation in respect of the works over and above the amount s admitted as payable by the Architect 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 (Admin.), SBIL Kolkata** and endorse a copy of the same to the Architect, 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 SBIL 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 (Admin.), SBIL Kolkata** 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 (Admin.), SBIL Kolkata in writing in the manner and within the time aforesaid.

- 5.58.2 The Assistant General Manager (Admin.), SBIL Kolkata 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 (Admin.), SBIL Kolkata submit his claims to the conciliating authority namely the **Chief General Manager Of SBIL** for conciliation along with all details and copies of correspondence exchanged between him and the **Assistant General Manager (Admin.), SBIL Kolkata** .
- 5.58.3 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 SBIL** 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.
- 5.58.4 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 SBIL 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 Contractor 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.

- 5.58.5 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.
- 5.58.6 It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made thereunder.
- 5.58.7 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.
- 5.58.8 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.

5.59 DELINQUENCIES:

The undernoted delinquencies / defaults / misconducts / misdemeanors on the part of the tenderer (s) will attract disqualification action:

- ❖ Incorrect information about credentials, performance, equipment, resources, technical staff, etc.
- ❖ Non-submission of fresh / latest Income Tax clearance certificate
- ❖ Irregular tendering practices
- ❖ Submission of tenders containing far too many arithmetical errors and freak rates
- ❖ Revoking of tenders without any valid reason
- ❖ Tardiness in commencing works
- ❖ Poor organization at site and lack of competent supervision

- ❖ Ignoring the Bank's notices for replacement / rectification of rejected materials, improper workmanship, etc.
- ❖ Violating any of the conditions of the contract viz. site facilities, insurance, labour laws, prohibition on subletting, etc., without any valid reason
- ❖ Lack of promptitude and co-operation in measurement of work and settling final account
- ❖ Non-submission of bills, proof of purchases, etc.
- ❖ Tendency towards putting up false and untenable claims
- ❖ Tendency towards suspension of works for frivolous reasons
- ❖ Treatment of workmen injured at site
- ❖ Ill treatment of sub-contractors (piece workers) and unprofessional dealings with suppliers of materials, which might affect progress of works at site
- ❖ Lack of co-ordination as well as co-operation with other contractors / vendors / agencies duly appointed by the Bank
- ❖ Contractors becoming insolvent / bankrupt
- ❖ Contractor's conviction by a Court of Law
- ❖ **Failure to satisfactorily rectify defects during Defects Liability Period (DLP) and discovery of latent defects in works after expiry of DLP under the contract.**
- **Disqualification Action against Contractors on account of Delinquencies:**

The award of the undernoted disciplinary action shall be considered –

- Placing embargo on issuance of tenders for upcoming works or temporary suspension for a period as decided by SBIL at its absolute discretion.
- Permanent ban on issuance of tenders.

5.60 FORCE MAJEURE:

Neither SBIL nor the contractor shall be considered in default in performance of their obligations, if such performance is prevented or delayed by events under Force Majeure (war, hostilities, revolution, riots, civil commotion, strikes, lock-outs, conflagrations, epidemics, pandemics, storms, floods, droughts, earthquakes or any kind of natural calamities or act of God).

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SECTION 6 - SPECIAL CONDITION OF CONTRACT

6.1 Scope of work

- 1.0 The scope of work is to carry out for the Proposed System Integrators for Supply, Installation, Testing, Commissioning (SITC) of Audio-Visual & allied Works.

2.0 Address of site

The site is located at Convention Centre of State Bank of India on 6th Floor of Ashoka Bhavan at State Bank Institute of Leadership (SBIL), Rajarhat, Kolkata, West Bengal.

3.0 Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the contractor and the site and he will be held responsible for the accuracy and maintenance of. All the dimensions and the levels. Figured dimensions are in all cases to be accepted and dimension shall be scaled. Large scale details shall take precedence over small scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect / consultant before proceeding with the work.

4.0 Notice of operation

The contractor shall not carry out any important operation without the Consent in with from the Architect / consultant:

5.0 Construction records

The contractor shall keep and provide to the Architect / consultant full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as construction.

6.0 Safety of adjacent structures and trees

The contractor shall provide and erect to the approval of the Architect / consultant supports as may be required to protect effectively all structures and protective give to trees, which may be endangered by the execution of the works or otherwise such permanent measures as may be required by the Architect to protect the tree structures.

7.0 Temporary works.

Before any temporary works are commenced the contractor shall submit at least in advance to the Architect / consultant for approval complete drawings of all temporary works he may

require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the Architect / consultant may require in accordance with the conditions of contract at his own cost the contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

8.0 Water, Power and other facilities

- a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose. The SBI will not be liable to pay any charges in connection with the above.
- b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges as instructed.
- c) The contractors for other trades directly appointed by the SBI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for Construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBI will reimburse the amount on production of receipts.
- d) The SBI as well as the Architect / consultant shall give all possible assistance to the Contractor's to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

9.0 Facilities for contractor's employees

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

10.0 Lighting of works

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

11.0 Firefighting arrangements

- i) The contractor shall provide suitable arrangement for firefighting at his own cost. This purpose he shall provide requisite number of fire extinguishers and adequate number of

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buckets, some of which are to be always kept filled with sand and some with water this equipment shall be provided at suitable prominent and easily accessible place and shall be properly maintained.

- ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and, to the approval of the relevant authorities. The contractor makes the following arrangements at his own cost but not limited the following:
- a) Proper handling, storage and disposal of combustible materials and waste.
 - b) Work operations which can create fire hazards.
 - c) Access for fire-fighting equipment.
 - d) Type, number and location of containers for the removal of surplus materials and rubbish.
 - e) Type, size, number and location of fire extinguishers or other fire fighting equipment.
 - f) General house keeping

12.0 Site order book

A site order book shall be maintained at site for the purpose of quick communication between the Architect / Consultant. Any communication relating to the work may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract Each site order book shall have machine numbered pages in triplicate and shall carefully maintained and preserved by the contractor and shall be made available to the Architect / consultant as and when demanded- Any instruction which the Architect /consultant may like to issue to the contractor or the contractor may like to bring to the Architect / consultant two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

13.0 Temporary fencing/ barricading

The contractor shall provide and maintain a suitable temporary fencing / barricading and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the Architect I consultant and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

14.0 Site meetings

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the Architect/ consultant. –

15.0 Disposal of refuse

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the Architect / consultant at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed of.

16.0 Contractor to verify site measurement

The contractor shall check and verify all site measurements whenever requested other specialist contractors or other sub-contractors to enable them to prepare the own shop drawing and pass on the information with sufficient promptness as will in any way delay the works.

17.0 Displaying the name of the work

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

18.0 As built drawings

- i) For the drawings issued to the contractor by the Architect / Consultant. The Architect Consultant will issue two sets of drawings to the Contractor for the items for 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 cases 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 copies as directed by the Architect / consultant and resubmit to him for approval. The Architect / consultant will return one copy duly approved by him.
- ii) For the drawings prepared by the contractor

The contractor will modify the drawing prepared by him wherever the changes made by the SBI / Architect / Consultant and submit two copies of such modified drawings to the Architect / Consultant for approval. The Architect / consultant will return one copy of the approved drawing to the contractor.

19.0 Procurement of materials

The contractor shall make his own arrangements to procure all the required materials for the work & should store the records for said procurement. Bank may ask to produce the same for cross verification of procurement dates . All wastages and losses shall be to the contractor's account.

20.0 Excise Duty, Taxes, Levies etc.;

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on works contract excise duty, and octroi, payable in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the SBI shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statutory law during the currency of contract the same shall be borne by the contractor.

21.0 Acceptance of tender

The SBI shall have the right to reject any or all tenders without assigning any reason. They are not to bind 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

22.0 Photographs:

- The Contractor shall at his own expense supply to the Bank/Architects with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one month during the progress of the work or at every important stage of construction.
- In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with each Running Bill for the project clearing showing major progress of work measured and claimed therein failing which the Architect/ SBI may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

23.0 Designing and implementation Plan:

- i. Vendor is required to develop a detailed implementation plan of the project which should include the full scope of the project as mentioned above. On acceptance of such plan by the SBI, the vendor is required to carry out the implementation including supply, installation, Programming, testing, commissioning, & Training of equipment, etc.
- ii. Vendor to enclose the implementation plan of all Services mentioned in NIT, in Technical Bid. SBI reserves to reject vendor's on basis of their Time schedule & Implementation plan. The Price bid of such vendors will not be opened.

24.0 Contract with the Vendor

- i. SBI would enter into a contract with the finally selected vendor who will be responsible for

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- delivery, installation, commissioning and overall implementation of a Audio-Video solution.
- ii. Bidder should submit the proposals with min. 3 years warranty. Bidder should take the prior back to back warranty from all OEMs. IF SBI finds it necessary to check it, SBI reserves all rights to check it with OEM or may ask certificate from OEM with serial Numbers.
 - iii. The finalization will be done on the basis of BID VALUE after all the tender conditions are fulfilled. **BID VALUE** = Material cost with 3 Years warranty + Implementation cost. + Onsite support for 36 Months from the date of start of the warranty period

25.0 Warranty

The offer must include comprehensive on-site warranty for 3 year from the date of acceptance of the system by SBI (Handover date) after its installation and commissioning. Handover will be done only after confirmation that there no defects /faults/ work issues/snags etc and no representation by the vendor would be entertained. Onsite comprehensive warranty shall include all the hardware components including free replacement of spares, parts, kits as and when necessary or directed by the Architects, Consultants &/or Bank.

26.0 Comprehensive Annual Maintenance Contract (CAMC) & Free maintenance services (FMS)

Vendors has to quote including Comprehensive AMC (CAMC) & FMS(for 3 years) as per tender terms and conditions.

The Comprehensive AMC warranty would be on-site and comprehensive in nature and back-to-back support from the OEM with 24x7 support for the core components. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media, workmanship etc. for a period of 3 years from the date of acceptance of the hardware and software &/or system in general.

The vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which this software & operating system will be installed' The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.

27.0 Timely availability of Support Services

The vendor should have proper and adequate support mechanism in place at Kolkata to provide all necessary support under this project through their own support offices only. The response time for the support / breakdown call should not be more than 4 hours. The Vendor must also have a centralized help desk for logging all service complaints.

28.0 Successful Bidder has to follow the following process & timelines:-

- Within 3 days against E-mail confirmation of the award of the job, bidder has to submit all shop drawings along with the final make & model of every item, out of the approved makes, to be proposed by him.
- Within 3 days against e-mail confirmation, bidder has to allocate the Project Execution Team / Project Manager (PM) with dedicated project manager at site.
- Once Project Manager is appointed for SBIL by Bidder, the Project Manager will become the SPOC (Single Point of Contact) for execution related work and for Delivery schedule.
- After preparation of the drawings, PM of Bidder has to take approvals on the same from Architect & SBIL.
- Meanwhile, PM is also supposed to give the complete instructions & pre-requisites about the site.
- Once, the above stages are completed, the execution team should be at site within 2 working days & they should commence the works on site
- Once Execution team commences their works at site, within 3-4 working days, PM should give complete report of site technicalities & he also has to give pending or incomplete Pre-requisites if any.
- Then PM has to give daily reports to Team of SBIL & Architects.
- Entire Execution Team should be insured at the required value by the bidder
- Entire Team should be at site with all precautionary measures like Safety Shoes, Life Jackets, Helmets etc. Without these, nobody will be permitted to site.

PLEASE NOTE:

- Bidders can do the site visit to understand the existing AV system installed. Bidders can visit site on Monday to Friday between 11 am to 4 pm. From 08/09/2025 to 22 /09/2025.
- During the term of the Contract, Vendor will maintain all the equipment's in perfect working order and condition and for this purpose will provide all the necessary repairs and maintenance services
- Free maintenance services (FMS) during the period of warranty & AMC. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.
- The Bidder shall rectify any defects, faults and failures in the equipment's and shall repair / replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M on all working days (viz. Monday to Saturday). In-case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the SBIL, with

brand new parts or those equivalent to new parts in performance. For this purpose, the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of the VENDOR.

- The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 4 (four) hours.
- The VENDOR shall ensure that faults and failures intimated by SBIL as above are set right within 24 hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day.
- The VENDOR shall ensure that the full configuration of the equipment is available to the SBIL in proper working condition viz. uptime of 99.5% of the time on a 24x7x monthly basis for purpose of calculating penalty, uptime is calculated as under:

$$\text{Uptime (\%)} = \left\{ \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total hours during the month}} \right\} \times 100$$

Total hours during the month = No. of working days x 8 hours

(a) Penalties for SLA uptime shall be as under;

Sr. No.	Uptime Range	Penalty
1	99.5% and above	NIL
2	98% and above but below 99.5%	20% of Yearly Warranty Charges
3	96% and above but below 98%	40% of Yearly Warranty Charges
4	94% and above but below 96	60% of Yearly Warranty Charges
5	92% and above but below 94%	80% of Yearly Warranty Charges
6	Below 92%	100%

- Vendor shall ensure that the Mean Time between Failures (MTBF) (including any malfunctioning, breakdown or fault) in the Equipment or any part thereof during Contract period, not more than four occasions in preceding 90 days, it shall be replaced by equivalent superior new Equipment or part thereof by Vendor immediately at free of cost during warranty and AMC period'
- Preventive maintenance: Vendor shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnosis, cleaning and removal of dust and dirt from the interior and exterior of the Equipment and necessary repair of the Equipment once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of the Contract on a day and time to be mutually agreed upon. Notwithstanding the foregoing Vendor recognizes the Bank's operational needs and

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agrees that SBIL shall have the right to require Vendor to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

- All engineering changes generally adopted hereafter by Vendor for Equipment similar to that covered by the Contract, shall be made to the Equipment at no cost to the SBIL.
- Qualified maintenance engineers totally familiar with the Equipment shall perform all repairs and maintenance service described herein.
- The SBIL shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and /or malfunction of the Equipment's and the Vendor's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Banks official. The original of the field call report shall be handed over to the SBIL official.
- The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
- Any worn or defective parts withdrawn from the Equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of Bank. Notwithstanding anything contained contrary, if any hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession of the Bank.
- Subject to the security requirement, Vendors maintenance personnel shall be given access to the Equipment when necessary, for purpose of performing the repair and maintenance services indicated in this RFP.
- If SBIL desires to shift the Equipment to a new site and install it thereof, the Vendor shall be informed of the same. SBIL shall bear the reasonable mutually agreed charges for such shifting and Vendor shall provide necessary arrangement to the Bank. The terms of this RFP, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on Vendor.
- The SBIL shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for Equipment similar to that covered by this RFP.
- During any month if Vendor does not fulfill the provisions of clauses as above, only the proportionate maintenance charges for that period during the month will be considered payable by the SBIL without prejudice to the right of the SBIL to terminate the contract. In such event if Vendor was credited without deducting the proportionate maintenance charges for that month, the SBIL can deduct the same from future payments payable or Vendor shall refund the amount forthwith to Bank on demand by the Bank.

- Future additions of Hardware / Software: SBIL would have the right to shift supplied systems to an alternative site of its choice. Disconnect / connect / substitute peripherals or devices or any equipment / software acquired from another vendor.
- Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from Vendor, or third party, or developed in-house provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase Vendor cost of performing repair and maintenance service.
- The warranty terms would not be considered as violated if any of the above takes place. Should there be a fault in the operations of the system, Vendor would not unreasonably assume that the causes lie with those components / software if or not acquired from them.
- During the contract period of 3 years the vendor should maintain an uptime of minimum 99.5% on monthly basis for all the equipment.

Please note,

The Total Cost of Bid or Ownership (TCO) means the total bid value inclusive of the 3-year warranty for all the components, equipment's, gadgets etc. as supplied & installed by the S.I / contractor.

The cost shall also include the 2nd & 3rd Year Comprehensive Annual Maintenance Contract i.e. Comprehensive AMC. Further, for evaluating the bidders, the total bid value including the warranty for 3 years as mentioned herein and comprehensive AMC for 2nd & 3rd year from the date of handover of the project in all respects & to be included and considered, to arrive at the L-1 bidder. Further, the cost towards comprehensive maintenance required during the defect liability period of 36 months is deemed to have been included in the total cost of the bid / ownership.

SECTION-7 TECHNICAL SPECIFICATION

A - GENERAL SPECIFICATION FOR AUDIO VISUAL SYSTEM

The below are the Line item-wise technical specifications.

DISPLAY SYSTEM:

Sr.No. 1 : Curved LED wall (Qty 2 Nos)

- Size of LED wall : @ 4 mtr wide x 2.3 mtr Height
- Min. Brightness of LED wall : 500 nits.
- Technology : Chip-on-Board or latest.
- Pixel Pitch : P1.5 to 1.6
- Wall resolution : 2688 x 1512
- Cabinet Type : Die cast Aluminum
- Service access : front [Operation / Install / service]
- Viewing angle : 160x160 deg.
- Cabinet dimension : 600 x 337.5
- Color temperature : 3200~9300 (Standard 7300)
- Processing Depth: 20 bits (HDR10/HDR10pro)
- Max Power consumption : Less than 300 w/Sq. mtr.
- Heat Dissipation : Less than 1015 BTU/Hr / Sqr mtr.
- Refresh rate : 3840
- The above LED wall to be supplied with Video-wall processor.
- No. of Inputs : Min. 4 x HDMI2.0 (HDMI2.1 would better)
- No. of Outputs : Min. 16 nos. or should suffice min. 3,00,000 pixels @ 60 Hz.
- Should comply to HDCP2.3
- Third-party control over : LAN, Loop-in-loop out RS232, USB, Remote control
- Embedded Temperature sensor
- Video Processing : Scaling, Chroma, Brightness, Gray scale, HDR adjustments.

Sr.No. 2 : LED wall framing.

LED wall framing should be as per the standards of LED wall OEM.

Sr.No. 3 : LED TV

- Size of TV : Min. 55” Diagonal
- Min. Native Resolution : UHD 3840x2160
- Min. Brightness : 500 nits
- Min. Contrast ration : 1000:1
- Min. HDMI Inputs : 2 x HDMI2.0, 1xHDMI1.4a
- Min. Audio output: 1xdigital or analog audio out.
- HDR10
- Response time not more than 8ms
- IPS Panel
- Backlight : Edge LED [Direct LED would be better)
- Smart features : wireless sharing for iOS/Android / Windows
- Panel Operation : 24x7
- Third-party control : IP / IR / RS232
- Picture processing : 4k HDR
- HDMI CEC

S4.N0.4: Swiveble mount

Swiveble wall mount for above TV which will give adjustment to TV to PAN / TILT. Need to have the Slim mount & should able to take the weight min. 20kg. Should be Double arm Slim mount. PAN/Swivel : Min. +/- 50 deg, & Tilting : Max. +/- 10 degrees.

Black Anodized finish.

Sr.No. 5 : LED TV

- Size of TV : Min. 75” Diagonal
- Min. Native Resolution : UHD 3840x2160
- Min. Brightness : 500 nits
- Min. Contrast ration : 1000:1
- Min. HDMI Inputs : 2 x HDMI2.0, 1xHDMI1.4a
- Min. Audio output: 1xdigital or analog audio out.
- HDR10
- Response time not more than 8ms
- IPS Panel
- Backlight : Edge LED [Direct LED would be better)
- Smart features : wireless sharing for iOS/Android / Windows
- Panel Operation : 24x7
- Third-party control : IP / IR / RS232
- Picture processing : 4k HDR
- HDMI CEC

Sr.N0.6: Ceiling suspended Mount

Ceiling suspended mount for above TV. Telescopic type mount, with max.4 ft lowering from Main ceiling, to be supplied with standard VESA mounting with capability of PAN / Tild. PAN/Swivel : Min. +/- 30 deg, & Tilting : Max. +/- 10 degrees.

Black Anodized finish.

Sr.No.7 : Customizable Smart Podium

- Podium type : Digital Customisable
- Podium Should have Retractable- Interactive Monitor of min. 17” Screen size from reputed OEM like Arthur Holmes / Albiral. Display should Tilt automatically for flexible viewing, Tilting should be min. 15 degrees.
- Interactive Monitor should be with min. 350 nits Brightness. Min. 2 touch with finger or Pen. Interactive display should have min. resolution of 1920x1080 (FHD)
- Podium Should also have Side drawer to keep Laptop or documents with Laptop connecting Ports, Min. 1 x HDMI, 1xUSB-C, 1xUSB-A, 1xuniversal power
- Frame Material: Steel / Brushed Aluminum Finish [Color of the podium should be matching to the Interiors & can be finalized during execution]
- Soft Wheels: 4 caster wheels with moving podium for convenience.
- Podium should have built-in Thin-client PC with Min. Specifications of Windows 11 Pro, Intel, Core i5-10th Generation, 550 MB Graphics Card, 8 GB DDR-4 PC4 2600 MHz, 256 GB M.2/SATA SSD With High RPM 2100 Mini PC (Black) of reputed makes like DELL / HP or Equivalent. With HDMI / USB-C outputs & min. 3 x USB-A ports. To be supplied with slim Keyboard & Mouse.
- Podium should have Easy to use space for Keyboard & Mouse.
- Podium Should have proper arrangement to keep the base of Mics on either side of the podium.
- Podium Should have arrangement to mount 43” TV in Portrait or Landscape position at the Audience facing side.
- Podium Should have proper arrangement for Power for all above equipment inside the Podium.

Sr.No.8 : Interactive Display for Chairman

- Automatic Min. 15 degree tilt [20 degree is better]
- Single engine for up/down and tilt movements
- Harmonic variable speed drive
- Extremely silent operation
- DVI-I and DVI-D video inputs

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- HDCP licensed monitor manufacturer
- Maintenance free
- Energy saving design
- Serial control and remote diagnostic over Network
- Auto Mechanical Movement Calibration
- Interactive display of min. 17" diagonal multi-touch
- Min. resolution of Full HD 1920x1080
- Min. Brightness 350 nits.
- Interactive-Ness using Pen or finger
- Serial control for operation along with Buttons on the TOP to control.

CAMERA SYSTEM

Sr.No.9 : Audience camera

- Native Resolution : 4k
- Auto-Tracking camera AI based.
- Min. 30x Optical Zoom supported by 8x digital zoom.
- 4k@60 with Dual output
- Connectivity: HDMI, Ethernet, 3G-SDI, USB output
- F Factor : f1.6~f5.4
- Focal Length 7.1~210 mm
- Shutter speed : 1/25 ~ 1/10,000 sec
- Min. Object distance : Tele:1.5m Wide:1m
- Viewing Angle: @ 30 deg V x @ 60 deg H
- Focus : Auto / Manual
- Auto tracking – Auto Framing
- Picture-In-Picture
- Panning Angle +170 ~ -170°
- Panning Speed 0.1°~100°/sec
- Tilting Angle +90 ~ -30°
- Preset Positions Min. 60
- Audio : Line In
- Audio Out : DANTE compatible, HDMI, USB & ethernet.
- Sensor 1/2.8" 8.6M

Sr.No.10: Stage Camera

- Native Resolution : 1080 60fps
- Min. 12x Optical Zoom supported by min. 8x digital zoom.
- Connectivity: HDMI, Ethernet, USB3.0 output
- F Factor : f1.6~f2.8

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- Focal Length @ 4~40 mm
- Shutter speed : 1/25 ~ 1/10,000 sec
- Min. Object distance : Tele:1.5m Wide:1m
- Viewing Angle: @ 40 deg V x @ 70 deg H
- Focus : Auto / Manual
- Auto Framing
- Panning Angle +170 ~ -170°
- Panning Speed 0.1°~100°/sec
- Tilting Angle +90 ~ -30°
- Preset Positions Min. 60
- Audio : Line In
- Audio Out : DANTE compatible, HDMI, USB & ethernet.
- Sensor 1/2.8" 8.6M

Sr.No.11:Recording & Streaming Device

- Video Input Number / Signal : 4 HDMI digital video
- Resolution Range 480i~1080p 60fps
- IP Source : OEM IP PTZ / Box Cameras, RTSP Source (H.264 1080p 60/30fps)
- Video Compression H.264/AVC 4:2:0 8bit color,
- Encoding profile: High, Main, Baseline
- Bitrate 200 kbps to 10 Mbps
- Video Output Number / Signal : 3 H.264/AVC digital video over Ethernet, 2 HDMI digital video Scaled Resolution Min.1080p
- Video Output Frame Rate: Min.30 fps
- Internal Storage : min. 1TB HDD
- External Storage : 1 USB 3.0 port in front panel
- File Type : H.264 and AAC in an MP4 container, JPEG
- Resolution 360p, 720p, 1080p
- Recording And Storage Frame Rate Min. 1080p @ min 30 fps
- Audio Input Number / Signal : 4 Line In (stereo, 3.5mm phone jack), 4 stereo, digital de-embedded audio from HDMI, IP Audio Source (RTSP, AAC-Raw, 16K / 44.1K / 48K)
- Compression AAC-LC
- Audio Output Number / Signal 1 stereo, unbalanced 3.5mm phone jack, 2 stereo, digital de-embedded audio from HDMI
- USB : 2 rear panel USB 2.0 type A, Support USB mouse, keyboard, HID touch display
- Third party control : Serial Control port, Ethernet
- Ethernet Host port : 1 female RJ-45 10/100/1000 Base-T high/full duplex
- Streaming Protocol Pull: RTSP, Push: RTMP / RTMPS / MPEG-TS, TCP, UDP, HTTP, DHCP Client
- IP Sources Support Only OEM IP Cameras,
- Scenes Switch : Yes, preset for layout, background, and overlay
- Layout Switch : Yes (Single, PIP, PBP, 3 and 4 windows layouts)

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- Background Switch : Yes
- Overlay : Yes, PNG overlay or System time overlay
- File Backup : FTP / SFTP / NAS(CIFS/SMB, NFS) / USB Flash Drive

Sr.No. 12 : Joystick

Joystick required which will be compatible with above cameras & Recording & streaming device.
Joystick should also have Pre-set calling buttons.

Currently this item is Rate Only, during execution the Model. Number, Currently quote as per details mentioned in BOQ will be finalised.

TECHNICAL SPECIFICATIONS OF MICROPHONE SYSTEM

Sr.No.13: Gooseneck Microphone with Base

Min. 18" & max. 24" Long Flexible gooseneck
Microphone Pick-up pattern : Cardioid
Prepolarised Transducer
Noise level : 26 dB (A)
Impedance Less than 100 Ohms
With 3-pin XLR connectivity at bottom.

To be supplied Base with ON/Off switch.

Sr.No.14 : Gooseneck Microphone

Min. 18" & max. 24" Long Flexible gooseneck
Microphone Pick-up pattern : Cardioid
Prepolarised Transducer
Noise level : 26 dB (A)
Impedance Less than 100 Ohms
With 3-pin XLR connectivity at bottom.

This product should be compatible with wireless Chairman/Delegate units as mentioned from Sr.No. 15/16

Sr.NO.15: Delegate Conference Unit

- Delegate unit to work with Sr.NO.16 (Wireless Conference Control Unit) with Option of connecting external Gooseneck microphone.
- Operates on 2.4GHz &/or 5 GHz
- Based on standard WiFi.
- Seamless automatic frequency channel switching.

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- Wireless Conference control unit and Wireless Devices should have secure connectivity using WPA2 to prevent eavesdropping and unauthorized access.
- Encryption ensures that information within the system remains confidential.
- Rechargeable Battery Pack with min. 8 hours continuous working back-up
- Min. 4" Multi-touch Touch display for Operations
- Indicative LED's
- Headphone Connectivity with headphone volume control knob.
- Frequency response 100 Hz – 20 kHz) (-3 dB at nominal level)
- THD at nominal level < 0.1 %
- Dynamic range > 90 dB
- Signal-to-noise ratio > 90 dB
- Headphone load impedance > 32 ohm <1k ohm
- Headphone output power 15 mW

Sr.No.16:Conference Control Unit cum receiver

- W/L Conference control unit cum receiver to be supplied with Power supply,
- Conference control unit with wireless access point for Conference system with easy battery management,
- Clean channel manage,
- Co-existence with other WiFi systems,
- Special diversity and MIMO antenna for max. reception,
- Encryption type WPA2 Enterprise,
- Max number of units 128,
- Max number of open microphones 8 Nos.
- Latency (microphone to WAP - WAP to loudspeaker) 16 ms,
- Audio 48 kHz / 24 bit,
- Frequency response 20 - 20 kHz,
- THD (20 - 20000 Hz) < 0.02 %,
- Dynamic range > 90 dB,
- Signal to noise ratio > 95 dBA, RF,
- WiFi standard WiFi5, IEEE802.11ac,
- RF frequency bands 2.4 Ghz / 5 GHz, ERP (Equivalent Isotropically Radiated power) < 24 dBm
- Range 40 m
- Interface Ethernet Link speed 100 Mbps
- Network addressing DHCP, NTP or Manual
- Cable type > Cat5e(shielded)
- Connector RJ45
- Audio output Nominal output level 0 dBV
- Audio Max output level + 10 dBV
- Frequency response 20 - 20000 Hz

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- THD @ nominal level (22 - 22000Hz) < 0,02 %
- Dynamic Range > 90 dB
- Load impedance > 600 Ω
- Configuration Balanced Connector type 3 pin Phoenix
- Automatic channel management and interference avoidance
- Channel quality visualization, monitoring and configuration capabilities
- Battery remaining meeting time visualization and low battery warning
- Audio routing for external processing or distance conferencing
- Mix-Minus mode,
- Recording capabilities: internal or external storage and file download
- Camera protocols providing device information to integrate 3rd party camera control systems
- Connectivity
 - LAN connection with PoE+
 - 2 x Plixus ports
 - 1 x Phoenix mini balanced analog in
 - 1 x Phoenix mini balanced analog out
 - 1 x overload activity LEDs analog in
 - 1 x signal present LED for analog out
 - 1 x USB 2.0 type A connector

Sr.NO.17:batteries & batteries Charging unit

Batteries

- Capacity 3.1 Ah
Autonomy FLEX : 12h
Max/min output voltage 8.4/6 VDC
Nominal output voltage 7.2 VDC
Charging cycles 500 full charges
Charging time
(empty to 100%) 2 hours
Quick charge to 50% 45 min
- Battery status LED
- Charging LED
- Push-to-test button
- LED bar for capacity and status indication

Charging Unit

- 19" rack mountable 1U rack space
- Auto ranging power supply
- 10 battery slots with charging status LEDs
- Smart battery monitoring & Quick charging time enabling
- Supply voltage 100-240 VAC $\pm 10\%$ @ 50-60 Hz

- Nominal power @ 180 W
- Maximum power @ 200 W

Sr.18/19 : Wireless Handheld Microphone Set & Wireless Lapel Microphone sets.

Receiver

Working Range : @ 91 m (300 ft) Line of Sight
Audio Frequency Response : 50 to 15,000 Hz

Total Harmonic Distortion : ± 33 kHz deviation with 1 kHz tone 0.5%, typical
Dynamic Range : 100 dB, A-weighted, typical,
Run up to 12 channels per frequency band
Output Impedance: XLR connector@ 200 Ω , 6.35 mm (1/4") connector @ 50 Ω
Audio Output Level : Ref. ± 33 kHz deviation with 1 kHz tone XLR connector@ -25 dBV (into 100 k Ω load), 6.35 mm (1/4") connector -10 dBV (into 100 k Ω load)

Body Pack Transmitter :

Audio Input Level : max @ -16 dBV maximum
min (0 dB) @ +10 dBV maximum
Gain Adjustment Range 26 dB
Input Impedance 1 M Ω
RF Transmitter Output 10 mW, typical
RF Sensitivity @ -105 dBm for 12 dB SINAD, typical
Image Rejection >50 dB, typical
Body Pack Transmitter should be supplied with wired Lapel microphone with flexible min. 2 mtrs cable & cardioid pick-up.

Handheld Transmitter :

Audio Input Level : -20 dBV maximum @ 0 dB & -10 dBV maximum @ -10dB
Gain Adjustment Range : 10 dB
RF Transmitter Output 10 mW, typical
Handheld Transmitter should be builtin with Cardiod pick-up dynamic vocal microphone.

Above microphones should work with below mentioned Antenna system (Sr.No. 20/21/22)

Sr.No.20:Antenna Splitter & power distribution module

- 4-way Antenna Splitter with Power distribution module
- Power Requirements @ 14 to 18 V DC
- DC Output @ 14 to 18 V DC (x4)

- Output Current Combined total from all DC outputs 2.5 A, maximum
- RF Input Connector Type BNC
- RF Frequency Range @ 174 to 1805 MHz
- Bias Voltage : 15 V DC (150 mA, maximum) (x2)
- Impedance @ 50 Ω
- RF Output : RF Frequency Range @ 174 to 1805 MHz
- Output Intercept Point @ 21 dBm, typical
- Connector Type BNC
- Impedance 50 Ω
- Output Connector Isolation 30 dB, typical
- Gain Input to any output port (Unused ports terminated in 50 Ω) @ -1 to +1 dB

Sr.NO.21/22: Wideband antennas & Antenna cable

Wall or Ceiling mounted Antenna

Up to 100 degrees coverage pattern

Four-position RF gain switch with pad/boost (-20, -10, 0, +10 dB)

Connection over standard BNC connector.

Use specialised OEM Authorised Cable, 100 foot long Co-axial cable compatible with Antenna & Antenna Splitters.

AUDIO SOLUTION

Sr.NO.23: In-ceiling Speakers

- Speaker material ABS baffle with flame class fire rating; Zinc-plated steel backcan
- 6.5" In-ceiling speakers with metal back-can. To be supplied with C-ring support backing plate & 2 tile support rails for easy & safe mounting.
- Drivers : LF Driver @ 165 mm (6.5 in) HF Driver: 19 mm (0.75 in)
- Speaker with built-in transformer for tapping at 70v/100v
- Min. continuous power of 50 watts @ 8ohms &
- @ 30watts Tapping @ 70v/100v
- Frequency Response (± 3 dB) 96 Hz – 15 kHz
- Sensitivity 91 dB (1kHz - 16 kHz)
- Coverage Angle 110° conical
- Frequency Range (-10dB) 62 Hz – 20 kHz

Sr.No.24:FoH Speakers

- Column array speakers, FoH array speakers,
- Low Frequency Driver min. 4 x 3.5" driver & Min. 12 x 0.75" Tweeter,
- Dispersion angle : Min. 150 H x 50 V dispersion,

- Continuous power : Min. 120 watts @ 8 ohms with 70v/100v tapping,
- Max. 60 watts @ 70v/100v Tapping.
- Frequency range @ 85Hz to 20Kz
- Sensitivity @ 93 dB (1Khz 1-16Khz)

Sr.No.25: Amplifier for Ceiling speakers

- Multi-Channel Amplifier with DANTE & on-board DSP.
- Number of Output channel : Min. 4
- Number of Inputs : Min. 4
- Amplifier can be used as Dual channel by Bridging 2 channel or can be used as single channel or can be used as 4 separate channels.
- Amplifier power : Per channel @ 150 watts @ 8ohms / 70v @ 120 watts @ 100v. [Total 600 watts @ 16/8/4 ohms]
- DANTE AES67 : 4x4
- On-board DSP with
 - AD converters 24 Bit @ 48 kHz 125 dB-A Dynamic Range - 0.00x % THD+N
 - DA converters 24 Bit @ 48 kHz 115 dB-A Dynamic Range - 0.00x % THD+N
 - Internal precision 32 bit floating point
 - Wake up time (from sleep) 2 s
 - Latency 2.5 ms fixed latency architecture
 - Delay 100ms (per output) for time alignment
 - Equalizer Parametric IIR: peaking, hi/lo-shelving, all-pass, band-pass,
 - band-stop
 - Crossover Butterworth, Linkwitz-Riley, Bessel: 6 dB/oct to 24 dB/oct (IIR).
 - High pass filter A 12 dB Butterworth high pass is automatically set based on
 - the impedance response in the auto setup.
 - Limiters RMS voltage, Peak limiter
 - Load monitoring Triggered impedance sweep,
 - average impedance and pilot tone monitoring.
- Basic Audio Properties
 - Gain 17 dB - 47 dB (0.1 dB increments)
 - S/N (20 Hz - 20 kHz @ 8 Ω) analog input
 - DanteTM/AES67 input → 2dB better
 - 322 A/A+/AD 602 A/A+/AD 324 A/A+/AD 604 A/A+/AD
 - >103 dB >105 dB >100 dB >102 dB dB(A)
 - Input sensitivity 4 dBu (balanced) | -10 dBV (unbalanced)
 - Max input level 18 dBu / 6.16 VRMS
 - Frequency Response @ 8 Ω 20Hz – 20kHz +/-0.5 dB
 - Crosstalk (1 kHz) -60dB
 - Input impedance 10K Ω to GND / 20k Ω balanced

- CMRR (Typ.) 60 dB

Sr.No.26: Amplifier for FOH speakers

- Dual Channel Amplifier with DANTE & on-board DSP.
- Number of Output channel : Min. 2
- Number of Inputs : Min. 2
- Amplifier can be used as Dual channel by Bridging 2 channel or can be used as single channel.
- Amplifier power : Per channel @ 150 watts @ 8ohms / 70v @ 120 watts @ 100v. [Total 600 watts @ 16/8/4 ohms]
- DANTE AES67 : 2x2
- On-board DSP with
 - AD converters 24 Bit @ 48 kHz 125 dB-A Dynamic Range - 0.00x % THD+N
 - DA converters 24 Bit @ 48 kHz 115 dB-A Dynamic Range - 0.00x % THD+N
 - Internal precision 32 bit floating point
 - Wake up time (from sleep) 2 s
 - Latency 2.5 ms fixed latency architecture
 - Delay 100ms (per output) for time alignment
 - Equalizer Parametric IIR: peaking, hi/lo-shelving, all-pass, band-pass, band-stop
 - Crossover Butterworth, Linkwitz-Riley, Bessel: 6 dB/oct to 24 dB/oct (IIR).
 - High pass filter A 12 dB Butterworth high pass is automatically set based on the impedance response in the auto setup.
 - Limiters RMS voltage, Peak limiter
 - Load monitoring Triggered impedance sweep, average impedance and pilot tone monitoring.
- Basic Audio Properties
 - Gain 17 dB - 47 dB (0.1 dB increments)
 - S/N (20 Hz - 20 kHz @ 8 Ω) analog input
 - DanteTM/AES67 input → 2dB better
 - 322 A/A+/AD 602 A/A+/AD 324 A/A+/AD 604 A/A+/AD
 - >103 dB >105 dB >100 dB >102 dB dB(A)
 - Input sensitivity 4 dBu (balanced) | -10 dBV (unbalanced)
 - Max input level 18 dBu / 6.16 VRMS
 - Frequency Response @ 8 Ω 20Hz – 20kHz +/-0.5 dB
 - Crosstalk (1 kHz) -60dB
 - Input impedance 10K Ω to GND / 20k Ω balanced
 - CMRR (Typ.) 60 dB

Sr.NO.27: DSP processor

- 16x8 DSP processor with AEC & USB interface with DANTE,

- min. 16 Analog inputs
- min. 8 analog outputs with 2x2 USB with AEC support,
- 16 per channel total AEC inputs,
- Sampling Rate 48KHz,
- Phantom Power 48V per input
- Frequency Response 20 - 20KHz,
- $\pm 0.2\text{dB}$, Maximum Input/Output Level 18dBu,
- Output Impedance (Balanced) 100 Ω ,
- Equivalent Input Noise EIN $\leq -125\text{dBu}$,
- Channel Isolation @ 1kHz 100dB,
- THD+N <0.004% @4dBu,
- Digital/Analog Dynamic Range 120dB,
- Background Noise -90dBu,
- Input Impedance (Balanced) 20k Ω
- Input Gain Amplification range 24 to -27dB, (3dB Step, 17 in total),
- 32x32 DANTE support

SWITCHING & COLLABORATION DEVICES

Sr.No.28 : Podium Face plate

SS Finish or Black anodised finish metal face plate to be included either Podium or quote separate item.

Face plate should have provision to connect 1 x HDMI, 1 x USB-C, 1 x USB-A, Should also have 1 x Universal Power socket.

Sr.No.29/30 : Transmitter & receiver

Transmitter:

- HDMI & USB-C (2 inputs) inputs to long distance Extender over single cat6 cable,
- Transmits USB-C® video, HDMI, audio, and control up to 330' (100 m) over a shielded CAT 6A cable,
- resolutions up to 4K/60 @ 4:4:4, including 5K,
- supports aspect ratios 21:9 and 5K,
- Analog stereo audio embedding,
- Auto-switching between inputs,
- Supported HDMI 2.0b,
- data rates up to 18 Gbps,
- HDR, Deep Color up to 12-bit, 3D, and HD

Receiver

- Compatible with above transmitter

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- resolutions up to 4K/60 @ 4:4:4, including 5K,
- supports aspect ratios 21:9 and 5K,
- Analog stereo audio embedding
- Supported HDMI 2.0b,
- data rates up to 18 Gbps,
- HDR, Deep Color up to 12-bit, 3D, and HD

Sr.No. 31 & 32 , 38 & 39: Kindly quote as per BOQ.

Sr.No.33/34 : USB Long distance Transmitter & receiver

USB Extender Plus T/R : 1 USB Peripheral port & 4 USB HOST ports

- USB host support xHCI (USB 3.0), EHCI (USB 2.0), OHCI/UHCI (USB 1.1)
- USB data rates Low speed (1.5 Mbps), full speed (12 Mbps), high speed (480 Mbps)
- USB host — Tx units
- Number/signal type Min. 1x USB Connectors 1 female USB type B
- Maximum built-in USB hubs 2
- Optional built-in USB hubs Peripheral emulation enabled: 1, 1:n network pairing enabled: 1

USB device ports — Receiver

- Number/signal type (1) 4-port, USB hub
- Connectors 4 female USB 2.0 type A
- Maximum built-in USB hubs 1
- Minimum built-in USB hubs 1
- Available USB power 500 mA per port

Signal transmission distance

Point to point Up to 330' (100 m)

Over the network Up to 1980' (600 m)

Network Protocol Ethernet Transport TCP/IP, UDP

All supported IPv4, UDP, DHCP, Unicast

IP Configuration Static IP (default) or DHCP

Sr.No.35 UC Switcher

8x8 HDMI Matrix Switcher with USB2.0 4x4 hub built-in with the system

Bidders kindly note that, they can quote 8x8 HDMI matrix switcher separate along with same make 4x4 USB hub (as 2 different boxes) only bidder has to consider Control processor accordingly. [1 additional Control port will require]

- Digital video inputs: 8 x HDMI connector (HDMI2.0, HDCP2.2)
- Digital video outputs: 8 x HDMI connector (HDMI2.0,HDCP2.2)
- Balanced audio I/O ports : 6 x 5-pole Phoenix (Euroblock) connector
- Ethernet: 3 x RJ45

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- USB device: 4 x USB-A (Peripheral devices)
- USB power: 1 x 1000 mA; 3 x 500mA
- USB 2.0 Data Speed 480 Mbps
- USB host: 4 x USB-B
- USB control: mini-USB-B connector
- Control: 6 x GPIO, 8-pole Phoenix (Euroblock)
- IR in and out: 3.5 mm jack
- Serial port: 2 x RS-232 Serial Port
- Serial/IR configurable port: 2 x 2-pole Phoenix connector
- Supports HDMI 4K signal formats (4K UHD @30Hz RGB 4:4:4 or @60Hz YUV 4:2:0, up to 9 Gbps)
- Separate USB 2.0 Host switching layer for multiple hosts and devices
- Audio Output on Analog Audio out, Embedded with HDMI & USB.

Sr.No.36 & 37: Long Distance HDMI Transmitter & receiver over STP/UTP CATx cable.

Transmitter

- Transmits 4k/60 signals upto 40 mtrs over Single STP CAT6 cable or 1080p signals upto 70 mtrs over Single STP CAT6 cable.
- Maximum data rate 10.2 Gbps (3.4 Gbps per color)
- Maximum pixel clock 300 MHz
- Color bit depth 8, 10, or 12 bits
- Standards DVI 1.0, HDMI 1.4, HDCP 2.3,
- Input port : 1 x HDMI2.0 port
- Output port : 1 x HDBaseT
- Transmits HDMI plus control and analog audio over single STP Cat6 cable

Receiver

- Compatible with above Transmitter with all specification similar to Transmitter.
- Receives the video Control & Audio signals over Single STP cat6 cable & converts to video signals over HDMI.

Sr.NO.40: Annotation Processor

4K/60 Annotation Processor with USB Extension

Video input

- Number/signal type 1 HDMI
- Connectors 1 female HDMI
- Horizontal frequency 15 kHz to 270 kHz
- Vertical frequency 24 Hz to 240 Hz for resolutions up to 18 Gbps
- Standards DVI 1.0, HDMI 2.0, HDCP 1.4, HDCP 2.3

Video processing

- Digital sampling 8 or 10 bits per color; 600 MHz pixel clock maximum

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- Colors 1.07 billion, (10-bit processing with full 4:4:4 sampling)

Video output

- Number/signal type 2 HDMI
- Connectors 2 female HDMI
- Third-party control over Serial control port 1 RS-232 & Ethernet port
- Ethernet data rate 10/100/1000 Base-T

Control/remote — annotation

- Number/signal type cUp to 32 USB 2.0 devices (via hubs), Up to 5 USB 3.0 devices (via hubs)
- Connectors 3 USB type A connectors
- USB standards USB 3.0, USB 2.0, USB 1.1, USB 1.0 compatible (Speed upto 5gbps)

USB device ports

- Number/signal type (1) 4-port, USB hub
- Connectors 3 female USB 3.2 type A , 1 female RJ-45 (USB Extender port)
- Frame rate 1 24, 25, 30,, 50, or 60 fps
- Chroma sampling 1 4:4:4, 4:2:2, or 4:2:0 (4:2:0 supported on input only)
- Color bit depth 1 8 or 10 bits per color
- Signal Type DVI 1.0, HDMI 1.4 and 2.0, HDCP 1.4 and 2.3
- Max. video data rate 18 Gbps (6 Gbps per color)

AUTOMATION DEVICES

SR.NO.41: Automation Processor.

- Programmable Control processor with builtin 1 GB RAM & 8GB Flash memory.
- Should have min 2 x RS485/422/232 compatible control ports
- Should have min. 6 x RS232 control ports
- Should have min. 1 x Ethernet Control/Expansion port Data rate 10/100/1000Base-T, half/full duplex with autodetect
- Should have Min. 8 x Low voltage relay ports
- Should have min. 8 x IR / 1-way serial ports
- Should have min. 4 x Digital I/O ports
- Should have min. 1 x Proprietary expansion port to connect OEM devices.

Sr.No.42: Wired Touch Panel

- Wired min. 7” Table top touch panel to work with above Control processor to be supplied with Table mount.
- TFT Active matrix color LCD display, with Tough Gorilla Glass
- 1024x600 resolution
- 24-bit color depth,
- 16.7 million colors,
- Brightness Min. 400 nits

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- Contrast @ 700:1,
- Backlight LED
- Capacitive Touch.

Sr.NO. 43/44/45/46 : Please quote as per BOQ.

Sr.No. 47:Wireless Collaboration System

4k compatible wireless collaboration device with min. 2 USB dongles,
Supports touchback, annotation and blackboarding,
Windows 10 or higher macOS 11 (BigSur) and higher, Android v11 and higher (through OEM App),
iOS 14 and higher (through OEM app) ,
Video outputs 4K UHD (3840*2160) @ 30Hz. HDMI 1.4b,
Video inputs 1920x1080 @30Hz. HDMI 1.4b,
Audio output USB, SPDIF, jack, HDMI,
Quick sharing buttons x 2 Nos.,
Native protocols
Airplay, Google Cast, Miracast,
Maximum sources simultaneously on screen : 2

Sr.No.48/49/50/51/52 are the standard items, to be quoted as per BOQ.

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SECTION-8 APPROVED MAKES & MODELS

Please refer Bill of Quantities (BOQ)

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SECTION-9 PROFORMA & SAMPLES

☐ SAMPLE – I ☐

(To print on bidders' company letter head, sign, stamp and submit / upload under Technical Bid)

PROCESS COMPLIANCE STATEMENT

To,

M/s. Antares Systems Limited,

Registered Office: Honganasu, #137/3, Bangalore-Mysore Road,

Opp. to Metro Pillar #P-696, Kengeri, Bengaluru – 560 060, Karnataka.

e-Mail: kushal.b@antaressystems.com, biswajit.c@antaressystems.com.

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS

FOR THE ONLINE e-TENDERING FOR THE WORK (Tender ID: SBIL-KOL-2025-10 CC)

Dear Sir,

This has reference to the Terms & Conditions for the e-Tendering mentioned in the Tender Document.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business Rules governing the e-Tendering as mentioned in NIT / RFP / GCC of SBI as well as this document 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 M/s. Antares Systems Limited shall not be liable and responsible in any manner whatsoever for my / our failure to access and bid on the e-Tendering Platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC or any other unforeseen circumstances, etc., before or during the e-Tendering event.
- 5) We confirm that we have a valid Digital Signature Certificate (DSC) issued by a valid Certifying Authority.

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6) We hereby confirm that we will honour the bids placed by us during the e-Tendering process.

With regards,

Date:

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

e-Mail ID:

Phone No.:

Signature of Contractor with Seal

❑ **SAMPLE – II** ❑

(To print on legal papers, sign with seal and submit two sets at the office issuing LOI)

ARTICLES OF AGREEMENT

(The first page is to be printed on a Non-Judicial Stamp Paper of `100/-)

(The second page onwards are to be printed on Bond / Legal Papers)

This Agreement made the _____ Day of _____ Month
Two Thousand and _____ between STATE BANK OF INDIA,
a public sector bank formed under the State Bank of India Act, 1955 and having its Corporate Centre
at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021, Maharashtra,
through the _____,
the authorized officer of SBI (*hereinafter referred to as the “OWNER” / “EMPLOYER” / “BANK”*
/ “SBI”, which expression shall include the successors and assigns) of the ONE PART,

AND

M/s. _____, having its registered office at
_____,
a company / partnership / proprietary firm registered under the Companies Act, 2013 / Indian
Partnership Act, 1932 (*hereinafter referred to as the “CONTRACTOR”, which expression shall*
include the present directors / partners and also the directors / partners from time to time as also
their respective heirs, legal representatives, administrators and assigns) of the OTHER PART.

WHEREAS the OWNER is desirous of executing _____

_____ (*hereinafter called the “WORK”*).

AND WHEREAS the OWNER, in order to effectively carry out the work, has engaged M/s.
_____, having its registered office at _____

Signature of Contractor with Seal

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_____, (hereinafter referred to as the “ARCHITECT / CONSULTANT”) to prepare scheme plans, detailed drawings & specifications, description of works, to supervise the work and to assist in concerned technical matters.

AND WHEREAS the Owner has caused the plans, drawings and specifications, priced schedule of quantities of the works to be executed as per conditions of the contract and special conditions prepared with the assistance of the said Architect / Consultant, subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the said drawings numbered as mentioned in the tender documents hereinafter mentioned and to be issued from time to time, the specifications and the schedule of items and quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has deposited with the Owner Rs. _____ /- (Rupees _____ only) as security deposit for the due performance of the Agreement.

AND WHEREAS the Owner has issued letter of intent / work order to the Contractor through the Architect / Consultant.

AND WHEREAS the said drawings inclusive of the specifications, priced schedule of quantities, conditions of contract and special conditions all of which are collectively (hereinafter collectively referred to as “the said conditions”) have been signed by the parties hereto and the Contractor has agreed to execute the works upon and subject to the said conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions execute and complete the works shown upon the site drawings etc. and such further detailed drawings as may be furnished to the Contractor by the said owner through the Architect as described in the said specifications and the said priced schedule of quantities.

Signature of Contractor with Seal

2. The Owner will pay to the Contractor the sum of Rs. _____ /- (Rupees _____ only) (*hereinafter called the “CONTRACT AMOUNT”*) or such other sum become payable hereunder at the times and in the manner specified in the said conditions. However, the actual sum will be paid on the actual value of work done, irrespective of the contract sum.
3. The term “Architect / Consultant” in the said conditions shall mean the said M/s. _____, having its registered office at _____, and in the event of the said Architect / Consultant ceasing to be the Architect / Consultant for the purpose of this contract such other person as shall be nominated for the purpose by the Owner.
4. The said conditions and appendix thereto shall be read & construed as forming part of this agreement, and the parties hereto shall respectively abide by / submit themselves to the said conditions & perform the agreements on their part respectively in the said conditions contained.
5. The plans, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.
6. The said contract comprises the works as above mentioned, and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Owner even though said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
7. This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire project on item rate basis to be paid for according to actual measured quantities at the rates contained in the schedule of quantities and rates or as provided in the said conditions.
8. Notwithstanding what are stipulated in the conditions of this contract hereinbefore, the Owner, through the Architect / Consultant, reserves the right to alter the drawings & nature of the work and of adding to or omitting any items of works form or of having portions of the same carried

out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

9. Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from the 14th day after date of issue of formal work order as provided for in the said conditions of contract, whichever is later, and to complete the entire work within _____ (period of contract), subject nevertheless to the provisions for extension of time.
10. All payments by the Owner / Employer under this Contract will be made only at **Kolkata**.
11. The Contractor shall promptly notify any changes in their constitution to SBI. It shall be open for SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person (s), being director (s) or partner (s) in the said company / firm or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in the absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.
12. Any dispute arising under this agreement shall be referred to the arbitration to a sole arbitrator appointed with consent of the Owner and the Contractor as indicated in the Articles of the General Conditions. The award of the arbitrator shall be final and binding on both parties. The court in Kolkata shall have jurisdiction to determine the same.

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

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents through their duly authorized official and the said two duplicates hereof to be executed on its behalf of the day and year first hereinabove written.

Signature of Contractor with Seal

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EXECUTANTS

OWNER / EMPLOYER

Signature with Seal

CONTRACTOR

Signature with Seal

In presence of:

WITNESSES

1. Signature:

Name:

Address:

1. Signature:

Name:

Address:

3. Signature:

Name:

Address:

4. Signature:

Name:

Address:

(In case of the Company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc. as the case may be affixing common seal may be initial in token thereof and also by putting their names.)

Signature of Contractor with Seal

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❑ PROFORMA – I ❑

(To print on the Contractor's company letter head, sign, stamp and submit at the office issuing LOI)

RUNNING ACCOUNT BILL (RA BILL)

- Name of Contractor / Agency :
- Name of Work :
- Sl. No. of this bill :
- No. and date of previous bill :
- Reference to Agreement No. :
- Date of written order to commence :
- Date of completion as per Agreement :

Sl. No.	Item Description	Unit	Rate (Rs.)	As per tender		Up to Previous R/A Bill		Up to Date (Gross)		Present Bill		Remarks
				Qty	Amount (Rs.)	Qty	Amount (Rs.)	Qty	Amount (Rs.)	Qty	Amount (Rs.)	
1	2	3	4	5		6		7		8		9

Note:

1. If part rate is allowed for any item, it should be indicated with reasons for allowing such a rate.
2. If ad-hoc payment is made, it should be mentioned specifically.

Net value since previous bill

Signature of Contractor with Seal

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□ PROFORMA – II □

(To print on the Contractor's company letter head, sign, stamp and submit at the office issuing LOI)

**ACCOUNT OF SECURED ADVANCE, IF ADMISSIBLE ON MATERIALS HELD AT
SITE BY THE CONTRACTOR**

No.	Item	Quantity	Unit	Amount	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

Total Value of Materials at Site	A
Secured Advance @ % of above value	B
<p>Certified that</p> <p>(i) the materials mentioned above have actually been brought by the Contractor to the site of the work and no advance on any quantity of any of this item is outstanding on their security</p> <p>(ii) the materials are of imperishable nature and are all required by the Contractor for use in the work in connection with the items or which rates of finished work have been agreed upon.</p>	

Dated signature of Site Engineer preparing the bill _____

Designation _____

Dated signature of the Architect / Consultant _____

Name of the Architect / Consultant _____

Dated signature of the Contractor

Signature of Contractor with Seal

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❑ **PROFORMA – III** ❑

(To print on the Client's letter head, sign, stamp and submit at the office issuing LOI)

C E R T I F I C A T E O F M E A S U R E M E N T S

The measurements, on the basis of which the above entries for the Running Bill No. _____
were made, have been taken jointly on _____ and are recorded at pages
_____ to _____ of measurement book No. _____

Signature of Contractor

Signature of Architect /
Consultant

Signature of Site Engineer

The work recorded in the above-mentioned measurements have been done at the site satisfactorily as
per tender drawings, conditions and specifications.

Architect / Consultant

Site Engineer / Bank's Engineer

Signature of Contractor with Seal

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□ PROFORMA – IV □

(For departmental / internal use)

MEMORANDUM FOR PAYMENT

BILL OF M/s. _____

FOR _____

_____ (Name of the work)

RA BILL NO.: _____

1	Total amount in the bill	\
	Price Variation Adjustments (PVA) on account of escalation in	
2	price of steel, cement & other materials and labour as detailed in	\
	separate statement (s)	
A	Total amount due to the contractor (1 + 2) :	\
3	Deductions:	
(i)	Secured advance paid in the previous RA bill (Payment made till	\
	date)	
(ii)	Retention Money (RM) on value of works as per accepted tenders	\
	up to date amount	
	Less: Already recovered (–)	(–) \
	Balance RM to be recovered:	\
(iii)	Mobilization Advance, if any	\
(a)	Outstanding amount (Principal + Interest) as on date	\
(b)	Liquidated Damages Charges to be recovered in this bill	\
(iv)	Any other departmental material cost to be recovered as per	\
	contract, if any	
(v)	Any other departmental service charges to be recovered if any, as	\
	per contract (water, power, etc.) as per enclosed statement (s)	

Signature of Contractor with Seal

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B Total deduction as per contract: (–) `.....

Net amount payable as per contract (A – B): `.....

The bill amounting to `..... (Rupees.....only)
has been scrutinized by me after due test check of the measurement of works as required and is
recommended for payment.

Dated signature of the Bank's Engineer
In-charge of the project

STATUTORY DEDUCTIONS:

(a) Total amount due		`.....
(b) Income Tax (..... %)	(–)	`.....
(c) Other taxes, if any (..... %)	(–)	`.....
(d) Cess (..... %)	(–)	`.....
Net Payable to the Contractor:		`.....

The figure given in the Memorandum for Payment has been verified and the bill passed for payment
of `..... (Rupees.....only).

Signature of Premises Officer

Date:

Signature of Contractor with Seal

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□ PROFORMA – V □

(For Architect's use)

PROFORMA OF CERTIFICATE OF PAYMENT BY ARCHITECT / CONSULTANT

Certificate No.:		Date:
Client:	Project No.:	
	Particulars:	
Contractor	Contract / Letter No.:	Date:
	Contractor's Bill No.:	Date:
This is to certify that the amount given below (*) is due to your Contractors for the work done by them and / or against materials delivered at site and/or for advance towards contract on the above referred project.		
Advance against contract		`
Less: Advance adjusted up to date		`
Balance Advance		`
Advance against material delivered at site		`
Amount of work done up to date		`
Total		`
Less: Retention on work done		`
Less: Previously certified amount		`
PRESENT CERTIFICATE (*)		`
Rupees.....only		
The cost of cement or any other materials supplied by you or payments made by you directly, if any and not covered herein above, should be adjusted before making the payment of the certified amount (*).		
Necessary Deduction U/S 194C of the Income Tax 1961 and sales tax may be made before paying the above certified amount.		
By a copy of this letter, we are intimating the Contractors to call on you for the necessary payment.		
Remarks, if any:		
The details of Insurance Policy are given in the next page		

Signature of Contractor with Seal

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Signature of Architect / Consultant:	
Enclosure: Bill	

Signature of Contractor with Seal

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Type of Policies	Name of Insurance	Amount (₹)	Policy No.	Validity
CAR Policy including 3 rd Party Liability				

Workmen's Compensation

Remarks:

1. This is only on-account payment and is not to be interpreted either as approval of work materials brought or affixed at site or for that matter approval of any sort.
2. The quantum of work done and materials delivered at site have been certified by
3. Should you wish to audit such work, kindly contract the undersigned and oblige.

Signature of Architect / Consultant

Signature of Contractor with Seal

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□ PROFORMA – VII □

(For the use of both the Architect / Consultant and the Contractor)

PROFORMA OF HINDRANCE REGISTER

Name of Work : Date of Start of Work :

Name of Contractor : Period of Completion :

Agreement No. : Date of Completion :

Sl. No.	Nature of Hindrance	Date of Occurrence of Hindrance	Date of Removal of Hindrance	Period of Hindrance	Signature of SE / PE	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

SE : Site Engineer

PE : Project Engineer

Place: _____

Date: _____

Signature of Contractor with Seal

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❑ PROFORMA – VIII ❑

(For departmental / internal use)

PROFORMA OF REGISTER OF MATERIALS AT SITE ACCOUNT

Name of Work : Name of Article :

Name of Contractor : Estimated Requirement :

Agreement No. : Issue Rate :

Sl. No.	Date of Receipt	Received from / issued to (with)	Receipt	Issue	Balance	Initials of Contractors	Initials of Bank's / Architect's Representatives	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Signature of Contractor with Seal

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□ **PROFORMA – IX** □

(For Contractor's use)

PROFORMA FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME

- 1 Name of the Contractor
- 2 Name of the Works as given in the Agreement
- 3 Agreement / WO
- 4 Tender Amount
- 5 Date of Commencement of Work
- 6 Period allowed for completion as per Agreement
- 7 Date of completion as per Agreement
- 8 Period for which extension of time has been given

Date Month Year

- (a) 1st extension vide Bank's Letter No.
- (b) 2nd extension vide Bank's Letter No.
- (c) 3rd extension vide Bank's Letter No.
- 9 Reasons for which extensions have been previously given (copies of the previous applications should be attached)
- 10 Period for which extension is applied for and the reasons thereof including hindrances time for extra work assigned, if any, etc.

Signature of Contractor

Signature of Contractor with Seal

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☐ **PROFORMA – X** ☐

(To print on the Contractor's company letter head, sign, stamp and submit at the office issuing LOI)

UNDERTAKING ON SUBMISSION OF FINAL BILL (S)

The Assistant General Manager

State Bank of India

Address: _____

UNDERTAKING ON SUBMISSION OF FINAL BILL (S)

Tender ID: _____

Dear Sir,

This has reference to the Terms & Conditions for the e-Tendering mentioned in the Tender Document.

This letter of undertaking is to confirm –

- 1. We shall submit the final bill (s), duly certified / recommended by the user department and supported by the work completion certificate as per the prescribed format, within 30 days from the date of completion of works.*
- 2. In case we fail to comply Clause 1 above, SBIL shall be at its sole discretion to disregard our bill (s) and may not consider the same for payment.*
- 3. We shall not claim our bill (s) to this effect in future and SBIL shall not be liable to indemnify any amount payable to us in this regard.*
- 4. We understand that SBIL may forfeit ISD amount already / being submitted at its absolute preference, and we shall not claim that amount also anytime further.*

This undertaking is being submitted by us with full conscience and responsibility on our own.

The undersigned is the authorized representative of the company.

Signature of Contractor with Seal

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We have studied the Commercial Terms and the Business Rules governing the e-Tendering as mentioned in NIT / RFP / GCC of SBI as well as this document and confirm our agreement to them.

With regards,

Date:

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

e-Mail ID:

Phone No.:

Signature of Contractor with Seal

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❑ PROFORMA – XI ❑

(To be obtained from the user / occupant upon virtual completion of Scope of Works)

CERTIFICATE OF COMPLETION OF WORKS

1. Name of the Work:	
2. Location of Site (Name of Branch / Office / Quarter, etc.):	
3. Name of the Contractor / Vendor / Agency with Address:	
4. Work Order No. & Date:	
5. Work Order Amount:	
6. Remarks, if any:	

DECLARATION BY THE USER / OCCUPANT / CARETAKER	
1. Remarks, if any, by the User / Occupant / Caretaker on Completion of the Work:	
2. Cleanliness after the Work (Removal of Debris / Rubbish / Unserviceable Materials out of the Site):	

- I / We hereby confirm that the above statements are true to the best of my / our knowledge and on site observation after completion of the work.
- I / We also intimate that the contract work _____ (Name of the Work) given to _____ (Name the Contractor / Vendor / Agency with Address) vide the Work Order No. _____ dated _____ has been executed and completed satisfactorily as on _____.

Signature of the User / Occupant

Signature of the Contractor with Stamp

Signature of Contractor with Seal

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□ **PROFORMA – XII** □

(To be obtained from SBIL upon actual completion of Scope of Works and Finalization of Bills)

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

TO WHOM IT MAY CONCERN

NAME & ADDRESS OF THE CLIENT:	State Bank of India Address:
NAME & ADDRESS OF THE CONTRACTOR:	M/s. Address:

Sl. No.	Description – 1	Description – 2
1	Name of the Work with brief particulars	
2	Work Order Details	
3	Work Order Value	
4	Date of Commencement of Work	
5	Stipulated Date of Completion	
6	Actual Date of Completion	
7	Details of Penalty levied for delay (indicate amount), if any	
8	Gross Amount on Final Bill	
9	Name & Address of the Authority under whom the works have been executed	
10	Whether the Contractor employed qualified engineer / overseer during the execution of works	Yes / No
11	Quality of Work	Outstanding / Very Good / Good / Satisfactory / Poor
12	Overall Performance	Outstanding / Very Good / Good / Satisfactory / Poor

This certificate is being issued as requested by the contractor. As such, State Bank of India does not guarantee any financial and performance liabilities on behalf of the contractor as regards to their engagement from your office.

(Stamped Signature with Date of the Issuing Authority)

Signature of Contractor with Seal

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PROFORMA – XIII
ORIGINAL .EQUIPMENT MANUFACTURERS AUTHORISATION FORM

(in Original Letter Head of OEM FOR MOST OF HIGH VALUE ITEMS)

To,
The Assistant General Manager (Admin.)
State Bank Institute of Leadership, Kolkata,
Plot No. II F/2, Street No. 329,
Action Area III, Newtown, Rajarhat,
Kolkata – 700 160, West Bengal.
Contact No.: +91 96747 10807
e-Mail ID: agmadmin.sbil@sbi.co.in

Dear Sir,

Subject :Direct Manufacturers Authorization for the Installation
Ref : Tender No: _____ dated-----

Name of Work: - -----

Wean established and reputable manufacturer of professional
(Product) having Corporate / Registered office atdo hereby
authorizeas our Distributor to submit a above bid _____ dt-
_____ and subsequently negotiate and sign the contract with you for the supply of goods
manufactured by us.

We hereby confirm and extend our full guarantee and warranty as per standard service
procedure for the products offered for supply by the above firm only against the invitation for bids
_____dt ____ and only duly authorize the said firm to act on our behalf in fulfilling any
or all installation, technical support and maintenance obligation as required by the contract.

Yours faithfully,
for

Signature of Officer Authorized to sign this Document on behalf of the OEM.

Signature of Contractor with Seal

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:: **END** ::

Signature of Contractor with Seal