

**TENDER ID: ITS/MAH/03
DATED 29/05/2025**



STATE BANK OF INDIA

ITS DEPARTMENT

C-6, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA EAST
MUMBAI -400051

PART – A: TECHNICAL BID

**TENDER FOR SYSTEM INTEGRATORS FOR SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF AUDIO-VISUAL SYSTEM AT PROPOSED LHO BUILDING AT
PUNE**

TENDER SUBMITTED BY:

NAME :

ADDRESS :

GSTIN NO. :

DATE :

NOTICE INVITING TENDERS

TENDER INVITED FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUDIO VISUAL SYSTEM AT PROPOSED LHO BUILDING KHARADI PUNE

State Bank of India (herein after referred to as 'SBI / the Bank', having its Corporate Centre at Nariman Point, Mumbai invites **tender** for Supply, Installation, Testing and Commissioning of Audio Video systems at our new LHO building at Kharadi Pune.

2. Interested bidders are advised to go through the entire RFP before submission of online bids to avoid any chance of elimination. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

3. All the interested bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the e-tendering.

4. The other details and schedule of the events of the tender are as under:

SN	Particulars	Details
1	Name of work	Audio Visual system at proposed LHO Maharashtra building at Kharadi Pune
2	Nature of Work	Supply, Installation, Testing and Commissioning of Audio – visual system
3	Time allowed for completion	2 Month from the date of acceptance of Work Order
4	Cost of Tender document cum Tender Processing Fee (Non-refundable)	Nil
5	Earnest Money Deposit	Rs. 1000000/- (Rupees Ten Lacs 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 Mumbai. Tenders without EMD shall be rejected.
6	Performance Bank Guarantee	5% of contract amount (to be submitted by the selected vendor)
7	Date of availability of tender documents on Service Provider's website. Online Technical and price Bid	29.05.2025 to 19.06.2025 Available at M/s e-Procurement Technologies Ltd., our Service Provider's portal https://etender.sbi/SBI/ Corrigendum if any will be posted on the above website and bank's official website : https://bank.sbi after pre bid meeting. Tenderers

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		are requested to check the above sites before submitting the tender.
8	Date of Pre-bid meeting and address of Pre-bid meeting	On 06.06.2025 at 2.30 P.M. at State Bank of India, 3 rd floor, Local Head Office, Bandra Kurla Complex, Bandra East, Mumbai 400051
9	Last date & time for submission of EMD (in original)	19.06.2025 up to 03:00 P.M. Note: It is sole responsibility of the bidder to ensure submission of their EMD in the prescribed form at this office by stipulated date and time at specified address failing which they will not be allowed to participate in e-Tendering.
10	Address for submission of EMD (in original).	Asst. General Manager (ITS), State Bank of India, LHO Maharashtra C/O ADMINISTRATIVE OFFICE PUNE, SHARDA CHAMBERS 6TH FLOOR, SHANKAR SHETH ROAD, PUNE MAHARASHTRA – 411037
11	Last date & time for submission of Online Technical bid	19.06.2025 up to 03:00 P.M. at Service Provider's portal https://etender.sbi/SBI/ Intended vendors who have received NIT from SBI, has to upload their online technical bid as under: i. Technical Bid after putting the signature and seal ii. Scan Copy of EMD Online Tenders received without any one or more for the above-mentioned documents shall be summarily rejected.
12	Date and Time of opening of Online Technical Bid	19.06.2025 up to 03:00 P.M.
13	Date and time for submission of Online Price Bid	From 19.06.2025 up to 03:00 P.M. at Service Provider's portal https://etender.sbi/SBI/ <u>by the bidders qualified in Online Technical Bid.</u>
14	Opening of Online Price Bid	The price bid of only those bidders will be opened who are shortlisted in the technical bid. Date and time will be informed separately to these vendors.
15	Defects Liability period	1-year from the date of virtual completion (excluding damages due to natural calamities).
16	Liquidated Damages	0.50% per week subject to max. 5% of contract amount for delay in completion of work.
17	Validity of offer	180 days from the date of opening of Price-bid
18	Value of Interim Certificate and payment terms	RS. 3 Crores. Payment will be made against interim certificate after retaining 10% which will be paid to contractor on submission of PBG
19	Submission of Technical Bid (Hard Copy)	1. Contractors shall Download the entire Technical Bid to get acquainted with the terms

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		<p>and conditions and <u>shall upload the entire technical bid</u> without fail in the e-tendering portal after putting the signature and seal. Failing to upload as stated above, the tender will be rejected.</p> <p>2. However, L1 Tenderer should submit the whole technical bid spirally bound securely and in serial order containing all pages duly signed with company seal and date to this Office within 7 days of receipt of confirmation. Failure to submit the hardcopy of Technical Bid may render the bidder disqualified.</p>
20	<p><u>e-Tender Service Provider Contact persons:</u></p> <p>Primary Contact Numbers:- M:- 9081000427, 9904407997</p> <p>3. Mail Id : etender.support@eptl.in</p>	

21. No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the price-bid.

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

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

24. For any clarifications regarding E-Tendering procedure, System requirements etc. please contact M/s e-Procurement Technologies Limited, Ahmedabad, whose address is mentioned in the NIT.

Yours faithfully,

Asst. General Manager (ITS)

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LETTER OF UNDERTAKING

The Asst. General Manager (ITS)
 State Bank of India,
IT Services Dept, LHO
Maharashtra
C-6, G-Block, Bandra Kurla
Complex, Bandra East,
Mumbai 400051

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	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUDIO-VISUAL SYSTEM AT PROPOSED LHO BUILDING KHARADI PUNE
(b)	Earnest Money	Rs. 10,00,000 (Rupees Ten Lakhs 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 Mumbai. Tenders without EMD shall be rejected.
(c)	Time allowed for completion of the Works from fourteen day after the date of written Order or date of handing over of the site (Whichever is later) to commence the work	2 Months from the date of acceptance of Work Order

- 1) 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.
- 2) I / We have deposited a sum of **Rs. 10,00,000 (Rupees Ten Lakhs 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.

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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 and to take further necessary action as deemed fit including debarring our firm from participating in SBI future tenders/de-paneling etc.

3)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 "Instructions to Tenderers" of this tender.

4)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.

5)Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm

Authorized 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)

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INSTRUCTIONS

TO THE TENDERERS

SBI invites “**online E-tender**” for the captioned work, through the service provider M/s E-Procurement Technologies Ltd. (Auction Tiger), under appropriate category (mentioned in NIT) are eligible to quote for this tender.

1.0 Scope of work

The scope of work is to carry out for the Supply, Installation, Testing and Commissioning of Audio-Visual system at proposed LHO building at Kharadi, Pune.

1.1 Site and its location

The proposed work is to be carried out at State Bank of India at Clock Tower, Plot No 3/2 & AM3, Kharadi MIDC area, Pune 411014

2.0 Tender documents

2.1 The work must 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

Drawings

Price bid

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

- a) Price Bid
- b) technical specifications
- c) 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

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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.

4.0 Earnest Money

4.1 The tenderers are requested to submit the Earnest Money of **Rs. 10,00,000 (Rupees Ten Lakhs 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 Mumbai.**

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

4.3 No interest will be paid on the EMD.

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

5.0 Security Deposit / Performance Bank Guarantee (PBG)

Contractor needs to submit the Performance bank Guarantee for value equivalent to 5% of the total contract amount. EMD of the successful tenderer will be returned on submission of the PBG.(post installation completion).

6.0 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 30 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

7.0 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 (2 Months)** from the date of award of work.

8.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period of 180 days from the date of opening price bid. If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not acceptable to Bank without prejudice to any other right or remedy the Bank shall be at liberty forfeit the EMD.

9.0 Liquidated Damages

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

10.0 Rate and prices:

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10.1 Item rate tender

10.1.1 The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. If no rate is quoted for one or more items such tender shall be treated as “Incomplete Tender” and shall be summarily rejected.

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

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

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

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed, he should immediately bring to the knowledge of the Architect/ SBI

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

10.1.5 Each page shall be totaled, and the grand total shall be given.

10.1.6 The rate quoted shall be firm and shall include all costs, allowances etc. except GST, which shall be payable / reimbursed at actuals.

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

10.1.8 In case it is decided by the SBI to add/drop one or more items from the scope of work at any stage of the project, the contractor shall not be entitled to raise any claim / compensation for such deleted scope of work.

GENERAL CONDITIONS OF CONTRACT

1. **Definitions:** -

“Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI (client) and the contractor, together

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with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/ Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

- 1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
- 1.1.2 'Site Engineer' shall mean an Engineer appointed by the SBI at site as their representative for day-to-day supervision of work and to give instructions to the contractors.
- 1.1.3 'The Contractor' shall mean the individual or firm or company whether incorporate not, undertaking the works and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.

The expression 'works or 'work' shall mean the permanent or temporary work description in the "Scope of work" and / or to be executed in accordance with the contract includes materials, apparatus, equipment, temporary supports, fittings and things of kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

- 1.1.4 'Engineer' shall mean the representative of the Architect/consultant.
- 1.1.5 'Drawings' shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time 'Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions there to or deductions there from as may be made under the provide herein after contained.
- 1.1.6 Specifications shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Architect/ Consultant.
- 1.1.7 "Month" means Gregorian calendar month.
- 1.1.8 "Week" means seven consecutive days.
- 1.1.9" Day" means a calendar day beginning and ending at 00Hrs. and 24Hrs. respectively.

2. Firms/vendors should have their own offices/branches in Pune. Please attach copy of proof in this regard.
3. Non-disclosure agreement on stamp papers of Rs 500 and Performance Bank guarantee of 5% of Order value (Exclusive of GST) need to be submitted by selected vendor for the period of one year from the date of completion of installation. The standard Bank format will be provided to selected vendor.
4. Land border declaration to be uploaded by bidder/OEM as per compliance of restrictions under rule 144 (xi) of GFR 17

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5. Tender should have minimum experience of 3 years in handling similar project (5 Cr or above). Please submit list of project handed during last 3 years for above mentioned value as per annexure 2
6. Queries if any for pre-bid meeting may be send to mail ID agmits.lhomah@sbi.co.in and kbz@sbi.co.in at least two days in advance. Queries received after that will not be considered.

CLAUSE

1.0 Total Security Deposit

Total Security deposit comprise of:
Earnest Money Deposit
Performance bank Guarantee
Retention Money

a) Earnest Money Deposit (EMD):

The tenderer shall furnish EMD of **Rs. 10,00,000/- (Rupees Ten Lakhs, 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 Mumbai**. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. EMD of unsuccessful tenderer will be refunded within 30 days of award of Contract without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

b) PERFORMANCE BANK GUARANTEE

Contractor needs to submit the Performance bank Guarantee for value equivalent to 5% of the total contract amount. EMD of the successful tenderer will be returned on submission of the PBG. The PBG should be valid for the period of one year from the date of installation.

c) Retention Money:

Besides the EMD as deposited by the contractor in the above said manner, the Retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill. Retention Money shall be returned to the contractor on submission of PBG as per clause 1.0. (b) stated above.

2.0 Language

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

3.0 Errors, omissions and discrepancies

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

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

4.0 **Scope of Work:**

The contractor shall carryout complete and maintain the said work in every respect strictly accordance with this contract and with the directions of and to the satisfaction Bank to be communicated through the Architect/consultant/ Bank's Engineer. The Architect/consultant at the directions of the SBI from time-to-time issue further drawings and / or write instructions, details directions and explanations which are here after collectively references to as Architect's /consultant's instructions in regard to the variation or modification of the design, quality or quantity of any work or the addition or omission or substitution work. Any discrepancy in the drawings or between BOQ and / or drawings and / or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and / or re-executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

5.0 i) **Letter of Acceptance:**

Within the validity period of the tender the SBI shall issue a letter of acceptance directly or through the Architect/consultant by registered post or otherwise depositing at the office of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the SBI and the contractor.

ii) **Contract Agreement:**

On receipt of intimation of the acceptance of tender from the SBI/ Architect, the successful tenderer shall be bound to implement the contract and within fifteen days there of shall sign an agreement in a non-judicial stamp paper of appropriate value.

6.0 **Ownership of drawings:**

All drawings, specifications and copies thereof furnished by the SBI through its Architect / consultants are the properties of the SBI They are not to be used on other work.

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7.0 Detailed drawings and instructions:

The SBI through its Architects / consultants shall furnish with reasonable proper additional instructions by means of drawings or otherwise necessary for the execution of the work. All such drawings and instructions shall be consistent with contract documents, true developments thereof and reasonably inferable there.

The work shall be executed in conformity therewith and the contractor prepare a detailed program schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI directly/ through the Architect/consultant

8.0 Copies of agreement

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

9.0 Liquidated damages:

If the contractor fails to maintain the required progress in terms of contract or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damage at the rate of 0.50% of the contract value which subject to a maximum of 5% of the contract value.

10.0 Materials, Appliances and Employees

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

11.0 Permits, Laws and Regulations:

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

12.0 Setting out Work:

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

13.0 Protection of works and property:

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

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the contractor and the SBI and the original policy may be lodged with the SBI

14.0 Inspection of work:

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

15.0 Assignment and subletting

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share there of or interest therein without the written consent of the SBI through the Architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active & superintendence of the work during its progress.

16.0 Quality of materials, workmanship & Test

- i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/consultant instructions and shall be subject from time to time to such tests as the Architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labor, and materials as are normally required for examining measuring sampling and testing any material or part of work

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before incorporation in the work for testing as may be selected and required by the Architect/consultant.

ii) **Samples**

All samples (If any) of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Bank/Architect/consultant. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Bank/Architect / consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be the signed by the Bank/Architect / Consultant for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Bank/Architect/Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

iii) **Cost of tests**

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

iv) **Costs of tests not provided for**

If any test is ordered by the Bank/Architect/ Consultant which is either

v) If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect / Consultant to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

17.0 **Obtaining information related to execution of work**

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

18.0 **Contractor's superintendence**

The contractor shall give necessary personal superintendence during the execution the works and as long, thereafter, as the Bank/Architect / Consultant may consider necessary until the expiry of the defects liability period, stated here to.

19.0 **Quantities**

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- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provision sums, if any, shall be excluded.

20.0 Works to be measured

The Bank/Architect/Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a representative to assist the Bank/Architect/consultant in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detail in the specifications. The representative of the Bank/Architect / Consultant shall take measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the Measurement Book (M.B.) Should the contractor not attend or neglect or omit to depute his representative to take measurements, the measurements recorded by the representative of the Bank/Architect / consultant shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

21.0 Variations

No alteration, omission or variation ordered in writing by the Bank/Architect / consultant vitiates the contract. In case the SBI / Architect / Consultant thinks proper at any during the progress of works to make any alteration in, or additions to or omission from the works or any. alteration in the kind or quality of the materials to be used therein, the Bank/Architect / Consultant shall give notice thereof in writing to the contractor shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Bank/Architect/ Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect / Consultant and the same shall be added to or deducted from the contract value, as the case may be.

22.0 Valuation of Variations

No claim for an extra works shall be allowed unless it shall have been executed under the authority of the Bank/Architect / Consultant with the concurrence of the SBI as herein mentioned. Any such extra works is herein referred to as authorized extra works and shall be made in accordance with the following provisions.

- a) (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.

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(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of Works are carried out, otherwise the prices for the same shall be valued under sub-Clause 'c' hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/ consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/ consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender, of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect /consultant at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the 'market rate basis for material, labour hire / running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall, not be eligible for escalation.

23.0 Final measurement

The measurement and valuation in respect of the contract shall be completed within two months of the virtual completion of the work.

24.0 Virtual Completion Certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the SBI, the contractor shall ensure that the following works have been completed the satisfaction of the SBI:

- a) Clear the site of all wiring, , surplus materials, contractor's labour equipment and machinery.
- b) Remove all rubbish, debris etc. from the site allotted to the contractor the SBI and shall clear the site as required by the SBI.
- c) Shall hand over the work in a peaceful manner to the SBI
- d) All defects / imperfections have been attended and rectified as pointed out by the Consultants/Architects to the full satisfaction of SBI.

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Upon the satisfactory fulfillment by the contractor as stated above, the contractor is entitled to apply to the Architect / consultant for certificate of the completion of work. Relative to which the completion certificate has been sought, the Architect/ consultant shall within fourteen (14) days of the receipt of the application for completion certificate, issue a VCC (Virtual Completion Certificate) in respect of the work for which the VCC has been applied.

This issuance of a VCC shall not be without prejudice to the SBI's rights and contractor liabilities under the contract including the contractor's liability for defects liability nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the SBI against the contractor in respect of or work at the site and in respect of which the VCC has been issued.

25.0 Work by other agencies

The SBI / Architect / consultant reserves the rights to use premises and any portion the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the SBI. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

26.0 Insurance of works

26.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI and contractor are covered for the period stipulated vide clause 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 contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) 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 works at their replacement value.
- b) 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.
- c) Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the contractor shall whenever require produce to the Architect / consultant the policy of insurance and the receipts for payment of the current premiums.

26.2 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBI 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

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claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI 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 SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

26.3 Contractor to indemnify SBI

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 26.2 of this clause.

26.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SBI 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 Architect / consultant in this behalf.

26.5 Third Party Insurance

26.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 24.0 thereof.

26.5.2 Minimum amount of Third-Party Insurance

Such insurance shall be affected with an insurer and in terms approved by the SBI which approval shall not be reasonably withheld and for at least the amount stated

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below. The contractor shall, whenever required, produce to the Architect / consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

26.6 The minimum insurance cover for physical property, injury, and death is ₹5 Lakh per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

26.7 Accident or Injury to workman:

26.7.1 The SBI 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 SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

26.7.2 Insurance against accidents etc. to workmen

The contractor shall insure against such liability with an insurer approved by the SBI during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the Architect / 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 insured as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect / consultant when such policy of insurance and the receipt for the payment of the current premium.

26.7.3 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 under the terms of contract, then and in any such case the SBI 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 SBI as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

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

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27.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date, seven days from the date of award of letter by the SBI.

28.0 Time for completion

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **60 days (2 months)** from the date of commencement. If required in the contract or as directed by the Bank/Architect / consultant. The contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

29.0 Extension of time

If, in the opinion of the Bank/Architect/consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/consultant may submit a recommendation to the SBI to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBI directly/ through the Architect' Consultant in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if any, for the delays. The Architect/consultant shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 10.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

30.0 Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Bank/Architect / consultant should the rate of progress of the work or any part thereof be at any time be in the opinion the Bank/ Architect / consultant too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion the Bank/ Architect / consultant shall thereupon take such steps as considered necessary by the Bank/Architect / consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Bank/Architect / consultant neither shall relieve the contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

31.0 Work during nights and holidays

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

continued with the prior approval of the Architect / consultant at no extra cost to the SBI

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

32.0 No compensation or restrictions of work

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

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

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

33.0 Suspension of work

- i) The contractor shall, on receipt of the order in writing of the Bank/Architect / consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Bank/Architect /consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons:
 - a) On account any default on the part of the contractor, or
 - b) For proper execution of the works or part thereof for reasons other than the default the contractor, or
 - c) For safety of the works or part thereof.

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

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

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

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33 Action when the whole 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 compensation amounting to the whole of his security deposit the Architect / consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI:

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

In the event of any of above courses being adopted by the SBI the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect / consultant 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.

34.0 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 shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect / Consultant that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the Architect / 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.

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

- a) has abandoned the contract; or
- b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI through the Architect / consultant written notice to proceed, or
- c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Architect / Consultant that the said materials were condemned and rejected by the Architect/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 SBI or Architect's / consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the Architect / consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect / 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 determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI through the Architect / consultant their agents or employees may enter upon and take possession of the work and all plants, took scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.

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

35.0 **Certificate of payment**

The contractor shall be entitled under the certificates to be issued by the Architect / consultant to the contractor within 10 working days from the date of certificate to payment from SBI from time to time. The SBI shall recover the statutory recovering other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect / consultant during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

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The Architect / consultant shall have power to withhold the certificate if the work or in part thereof is not carried out to their satisfaction.

The Architect / consultant may by any certificate make any corrections required previous certificate.

The SBI shall modify the certificate of payment as issued by the Architect / consultant from time to time while making the payment

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement Book (M. B.)

The Contractor shall not submit interim bills when the approximate value of work done by him is less than **Rs. 3 Crore. However, interim Bill is not payable for the supply of materials alone, shall be payable after installation only.**

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect / consultant shall issue the certificate of payment within a period of two months. The SBI shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

The contractor shall submit the interim bills in the prescribed format with all details.

36.0 Settlement of Disputes and Arbitration

A. If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect 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 Asst. General Manager(ITS), SBI LHO Maharashtra, Kharadi Pune and endorse a copy of the same to the Consultant / 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 the SBI 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 Asst. General Manager(ITS), SBI LHO Maharashtra, Kharadi Pune 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 Asst. General Manager(ITS), SBI LHO Maharashtra, Kharadi Pune in writing in the manner and within the time aforesaid.

B. All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the

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

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

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

37.0 Method of Measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up-to-date rules laid down by the Bureau of Indian Standards. In the event any dispute / disagreement the decision of the Bank/Architect / consultant shall be final and binding on the contractor.

38.0 Maintenance of Registers

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

- i) Register for secured advance
- ii) Register for hindrance to work
- iii) Register for running account bill
- iv) Register for labour

39.0 Force Majeure

- a) Neither contractor nor SBI shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- b) As soon as the cause of force majeure has been removed the party whose ability perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- c) From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the caused itself and inability resulting there from having been removed, the agreed time completion of the respective obligations under this agreement shall stand extended a period equal to the period of delay occasioned by such events.

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

40.0 Local laws, Acts Regulations:

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

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1 963 and any other modifications
- viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto, and rules framed there under from time to time.
- xi) Prevailing Indian Electricity rules & act.

41.0 Accidents

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

SPECIAL CONDITION OF CONTRACT

Scope of work

- 1.0 The scope of work is to carry out for the Project are Supply, Installation, Testing and Commissioning of Audio Visual System.

2.0 Address of site

The site is located at State Bank of India, Local Head Office Maharashtra, Clock Towers, Plot No 3/2 & AM3, Kharadi MIDC Area, Pune - 411014

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.

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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 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.

6.0 Safety of adjacent structures

The contractor shall provide and erect to the approval of the Architect / consultant supports as may be required to protect effectively all structures or otherwise such permanent measures as may be required by the Architect to protect the 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 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.

9.0 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 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.

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- 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

10.0 **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 be 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.

11.0 **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. -

12.0 **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 site has been properly disposed of.

13.0 **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.

14.0 **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

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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.

15.0 **Approved make**

The contractor shall provide all materials from the list of approved makes at his own cost as specified in the tender. The Architect / Consultant may approve any make / agency within the approved list as given in the tender after inspection of the sample/mockup.

16.0 **Procurement of materials**

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

17.0 **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.

18.0 **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

19.0 **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.

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20.0 Contract with the Vendor

- i. SBI would enter into a contract with the finally selected vendor who will be responsible for delivery, installation, commissioning and overall implementation of a Audio-Video solution.
- ii. Bidder should submit the proposals with min. 3 years warranty plus 2 years AMC 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 based on BID VALUE after all the tender conditions are fulfilled. **BID VALUE** = Material cost with 3 Years warranty + Implementation cost. + onsite support for 60 Months Period from the date of start of the warranty period

21.0 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.

22.0 Comprehensive Annual Maintenance Contract (CAMC)

Vendors are expected to quote for Comprehensive AMC (CAMC) Service as per tender terms and conditions and price bid.

Successful Bidder has to follow the following process & timelines:

- Vendor should start project on email confirmation from Architects & Consultants, as final PO may take time.
- Vendor to submit the drawings & allocate dedicated project / site engineer [who will be single point of contact] within 7-days from the date of Email confirmation.
- Vendor to take approval from consultant on drawings in Hard copy within 10 days from date of Email confirmation.

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 five 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.

23.0 Timely availability of Support Services

The vendor should have proper and adequate support mechanism in place at Pune 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.

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24.0 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 SBI 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 Consultant / Architect & SBI.
- 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 SBI & Consultant / Architect.
- Entire Execution Team should be insured at the required value by the bidder
- PLEASE NOTE :
Bidders can do the site visit to understand the requirements of AV system to be commissioned. Bidders can visit site on Monday to Friday between 11 am to 4 pm.

During the term of the Contract, Contractor 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 BANK, 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 Bank 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.

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The VENDOR shall ensure that the full configuration of the equipment is available to the BANK 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%

Contractor 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 agrees that the Bank 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 Bank.

(e) Qualified maintenance engineers totally familiar with the Equipment shall perform all repairs and maintenance service described herein.

(f) The Bank 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 Banks 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

Signature of Contractor with Seal

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.

8. 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 Bank desires to shift the Equipment to a new site and install it thereof, the Vendor shall be informed of the same. The Bank 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.

10. The Bank 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 Bank without prejudice to the right of the Bank to terminate the contract. In such event if Vendor was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or Vendor shall refund the amount forthwith to Bank on demand by the Bank.

12. Future additions of Hardware / Software:

(a) The Bank 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 that 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, gadgets etc as supplied & installed by the S.I / contractor. The cost shall also include the next 2 years 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 next 2 years 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 12 months is deemed to have been included in the total cost of the bid / ownership.

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(A) Contact Information

E-Procurement Technologies Ltd.	State Bank of India
<p>B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India</p> <p>Tel.: +91 79 61200 579 580 567 569 566</p> <p>Mr.Samjad Khan E-mail : samjad@auctiontiger.net Contact No : 9879996111 /9265871720</p>	<p>1) Asst.General Manager(ITS) State Bank of India, C-6, G-Block Bandra Kurla Complex, Bandra East Mumbai - 400051</p> <p>2) Officer Name: Mr. Kishor Zope Asst. General Manager (C&C) M :8879662233</p> <p>E-mail: kbz@sbi.co.in; agmits.lhomah@sbi.co.in</p>

(B) SAMPLE BUISNESS RULE DOCUMENT

ONLINE E-TENDERING FOR SYSTEM INTEGRATORS FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUDIO VISUAL SYSTEM STATE BANK OF INDIA LHO MAHARASHTRA, KHARADI PUNE.

(a) Business rules for E-tendering:

1. SBI will engage the services of an e-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
2. In case of e-tendering, SBI will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
3. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
4. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
5. The Contractors will be required to submit the various documents in sealed Envelope to the office of SBI .at the address mentioned hereinbefore by the stipulated date i.e. (1) Hard Copy of Technical Bid duly signed and stamped on each page (2) Demand Draft of specified amount of EMD. Contractors not submitting any one or more documents shall not be eligible to participate in the on-line price bidding.
6. E-tendering will be conducted on schedule date & time.

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7. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(b) Terms & conditions of E-tendering:

SBI shall finalize the Tender through e-tendering mode for which M/s. E-Procurement Technologies Ltd, Ahmedabad (EPTL). has been engaged by SBI an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBI through M/s. E-Procurement Technologies Ltd, Ahmedabad (EPTL)., on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation 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 Contractors 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.
2. M/s. E-Procurement Technologies Ltd, Ahmedabad (EPTL)., shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI their appointed Architects.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. Procedure of E-tendering:

i. Online E-tendering:

- (a) The NIT & Technical bid available on the e-tender's service provider website during the period specified in the NIT.
- (b) Online e-tendering is open to the bidders who receive NIT from the Architect and qualified for participating in the price bidding as provisions mentioned hereinabove through SBI approved Service Provider.
- (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
- (d) The Contractors 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.

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- (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
 - (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.
7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique Username & Password by M/s. E-Procurement Technologies Ltd, Ahmedabad (EPTL). The Bidders are requested to change the Password after the receipt of initial Password from M/s. E-Procurement Technologies Ltd, Ahmedabad (EPTL). All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
8. 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 Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD.
9. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.
10. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
13. OTHER TERMS & CONDITIONS:
- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidder.
 - The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
 - SBI decision on award of Contract shall be final and binding on all the Bidder.
 - SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
 - SBI or its authorized service provider M/s. E-Procurement Technologies Ltd, Ahmedabad (EPTL) shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - SBI or its authorized service provider/s. E-Procurement Technologies Ltd, Ahmedabad (EPTL) is not responsible for any damages, including damages that result from, but are not limited to negligence.

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- SBI or its authorized service M/s. E-Procurement Technologies Ltd, Ahmedabad (EPTL) 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 (Annexure II) duly signed to M/s. E-Procurement Technologies Ltd, Ahmedabad (EPTL).
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

SIGNATURE OF THE CONTRACTOR WITH SEAL

Signature of Contractor with Seal

(C) Process Compliance Statement (Annexure II)

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

To,
E-Procurement Technologies Ltd. (Auction Tiger)
B-704 Wall Street - II,
Opp. Orient Club,
Nr. Gujarat College, Ahmedabad - 380 006.
Gujarat State, India

TENDER FOR PROPOSED SYSTEM INTEGRATORS FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUDIO-VISUAL SYSTEM STATE BANK OF INDIA LHO MAHARASHTRA, KHARADI PUNE.

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction 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 RFP 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 auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the tendering event.
- 5) **We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.**
- 6) We also confirm that we will mail the price confirmation / break up of our quoted price as per Annexure III & Annexure IV within 24 hours of the completion of the bid/ reverse auction and the format as requested by SBI/ETL.
- 7) We, hereby confirm that we will honor the Bids placed by us during the E-tendering/ auction process.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on allocation@eptl.com

Signature of Contractor with Seal

(D) Price Confirmation Letter (Annexure III)

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

To,
E-Procurement Technologies Ltd. (Auction Tiger)
B-704, Wall Street - II,
Opp. Orient Club,
Nr. Gujarat College, Ahmedabad - 380 006.
Gujarat State, India

Sub: **Final Price Quoted During E-tendering for Proposed System Integrators for Supply, Installation, Testing and Commissioning of AUDIO-VISUAL SYSTEM STATE BANK OF INDIA LHO MAHARASHTRA, KHARADI PUNE**

Online Price Bid Date:

Dear Sir,

We confirm that we have quoted.

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

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

Scan it and send to this Document on samjad@procuretiger.com

Signature of Contractor with Seal

(E) Price break up (Annexure IV)

Detailed Price Break up as per tender Annexure

Signature of Contractor with Seal

APPENDIX HEREINBEFORE REFERRED TO

- 3) 1) Name of the organization : Asst.General Manager(ITS)
State Bank of India, C-6, G-Block
Bandra Kurla Complex, Bandra East
Mumbai - 400051
- 2) Consultants : NA.
- 3) Site Address : State Bank of India, Local Head Office
Maharashtra, Clock Towers, Plot No 3/2 &
AM3, Kharadi MIDC Area, Pune - 411014
- 4) Scope of Work : Supply, Installation, Testing and Commissioning of
Audi Visual System
- 5) Name of the Contractor: _____

- 6) Address of the Contractor : _____

- 7) Period of Completion : 60 days (2 months) from the date of
Commencement
- 8) Earnest Money Deposit: **Rs 10,00,000 (Rupees Ten Lacs only)**
By means of Demand Draft / Pay Order (Valid for
a period of 90 Days from the last date of submission
of the tender) from any scheduled Nationalized
Bank drawn in favour of State Bank of India
payable at Mumbai.
- 9) Retention Money : As per relevant clause of general Conditions
of contract.
- 10) Defects Liability Period : 12 Months from the date of Virtual Completion
- 11) Insurance to be undertaken by the:
Contractor at his cost : 125% of Contract Value
(Contractor's all risk policy)
- 12) Liquidated damages : 0.5% of the Contract amount shown in the
tender per week subject to max. 5% of the
contract value or actual final bill value.
- 13) Value of Interim Bill (Min.) : Rs 3 Cr.
- 14) Date of Commencement : 7 days from the date of acceptance letter is
issued to the Contractor/ or the day on which
the Contractor is instructed to take possession
of the site whichever is earlier.

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- 15) Period of Final Measurement : 2 Months from the date of Virtual Completion.
- 16) Total Security Deposit : As per clause No. 1.0 a
- 18) Period for Honoring Certificate :
1. One Month for R.A. Bills
2. The final bill will be submitted by the Contractor within one month of the date fixed for completion work and the Bill shall be Certified within 3 months from the date of receipt of final bill provided the bills are submitted with all pre-requisite documents/test reports etc. prescribed in the tender.

Signature of Tenderer.

Date:

Signature of Contractor with Seal

INDEX
PROFORMAS OF VARIOUS TESTS

TABLE NO.	DESCRIPTION	PAGE NO.
1.	Proforma for Register of Material of Site Account.	
2.	Proforma for Account of Secured Advance Register.	
3.	Proforma for Running A/c. Bill.	
4.	Account of Secured Advance if Admissible on Materials Held at Site by the Contractors	
5.	Memorandum for Payment	

Signature of Contractor with Seal

TABLE-I

PROFORMA FOR REGISTER OF MATERIAL AT SITE ACCOUNT

Name of Work : Name of Article :
 Name of Contractor : Estimated Requirement :
 Agreement No. : Issue Rate :

Date of Receipt	Received from/Issued to (with Ret. to So/Indent)	Receipt	Issue	Balance	Initials of Contractor	Initial of Bank's/Architect's representative	Remark
1	2	3	4	5	6	7	8

Signature of Contractor with Seal

PROFORMA FOR REGISTER OF MATERIAL AT SITE ACCOUNT

Name of Work :

Name of Contractor :

Agreement No. :

Descripti on of Material	Qty.outstandin g from previous Bill	Deduct Qty.utilised in works measured since previous bill	Qty.outstanding & Qty.brought to site since previous bill	Signature of Site Engineer	Signature of Contractor	Initial of Bank's/ Architect's representative	Remark
1	2	3	4	5	6	7	8

Signature of Contractor with Seal

PROFORMA FOR RUNNING A/C BILL

- i. Name of Contractor / Agency :
 ii. Name of Work :
 iii. Sl.No. of this Bill :
 iv. No. & Date of previous Bill :
 v. Reference to Agreement No. :
 vi. Date of Written order to commence :
 vii. Date of Completion as per Agreement :

S.No.	Item Description	Unit	Rate (₹)	As per Tender	
				Quantity	Amount (₹)
1	2	3	4	5	

Upto Previous R.A. Bill		Up Date (Gross		Present Bill		Remarks
Quantity	Amount (₹)	Quantity	Amount (₹)	Quantity	Amount (₹)	
6		7		8		9

Note: 1. If part rate is allowed for any items, it should be indicated with reasons for allowing such a rate.

 Net Value since previous bill

2. If ad-hoc payment is made, it should be mentioned specifically.

Signature of Contractor with Seal

CERTIFICATE

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 and
date of Contractor

Signature and
date of Architects
Representative (Seal)

Signature and
date of Site Engineer

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

Architect

Signature and
date of Site Engineer

Signature of Contractor with Seal

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

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

Total value of materials at Site.

Secured Advance @ ----- of above value - B

CERTIFIED:

- (i) That the materials mentioned above have actually been brought by the Contractor to the site of the work and on advance on any quantity of any of this item is outstanding on their security.
- (ii) That the materials (are of imperishable nature) and are all required by the Contractor for use in the work in connection with the items for which rates of finished work have been agreed upon.

Dated Signature of
Site Engineer
Preparing the bill
Rank -----

Date signature of
Banks Architects-----
(Name of the Architects)

Dated Signature of
the Contractor

Signature of Contractor with Seal

MEMORANDUM FOR PAYMENT

R/A BILL NO.

1.	Total value of work done since previous bill (A)	₹ -----
2.	Total amount of secured advance due since Previous Bill (B)	₹ -----
3.	Total amount due since Previous Bill (C) (A+B)	₹ -----
4.	PVA on account of declaration in price of Steel, Cement and other materials and labour as detailed in separate statements enclosed.	₹ -----
5.	Total amount due to the Contractor	₹ -----

OBJECTIONS:

i)	Secured Advance paid in the previous R/A	₹ -----
ii)	Retention money on value of works as per accepted tenders upto date amount ₹	₹ -----
	Less already recovered	₹ -----
	Balance to be recovered	₹ -----
iii)	Mobilization Advance, if any	
(a)	Outstanding amount (principal + interest) as on date	₹ -----
(b)	To be recovered in this bill	₹ -----
iii.	Any other Departmental materials cost to be recovered as per contract, if any	₹ -----
iv.	Any other Departmental service charges to be recovered if any, as per contract enclose statement.	₹ -----
	Total Deduction as per contract (F)	₹ -----
	Adjustments, if any ----- Amount less received by Contractor in	₹ -----

Signature of Contractor with Seal

----- R/A Bill (as per statement of Contractor)

P.V.A. ₹ -----

Total amount payable as per contract (E+F+G) ₹ -----

(Rupees ----- in words)

The bill amount to ₹ ----- (both figures and words) has been scrutinized by us after due checking of the measurements of work as required and is recommended for payment.

Date: -----

Signature of Architect
with Seal

The bill amount to ₹ ----- certified by consultants has been scrutinized by me after due test checking of measurements of works as required and is recommended for payment for an amount of ₹.....

Date: -----

Signature of Owners
Engineer

STATUTORY DEDUCTION:

i) Total Amount due (E) ₹ -----

ii) Less I.T. Payable ₹ -----

iii) Less S.T. Payable ₹ -----

Net Payable ₹ -----

These figures given in the Memorandum for payable has been verified and bill passed for payment ----- (in words and figures)

Date: -----

Assistant General Manager

Signature of Contractor with Seal

ANNEXURE-2

PAST EXPERIENCE, ORDER VALUE WITH SUPPORTED DOCUMENTS

LIST OF MAJOR Audio-Visual supplied during last 3 Years

	Name and address of the Client -1	Name and address of the Client- 2	Name and address of the Client -3
Name and location of the project			
Contact details / Mobile Number			
Email ID			
Scope of the work			
Value of the work (Rs. in Lacs)			
Date of award/ actual commencement of the work			
Time allowed for completion of the work			
Date of Completion of work			
Reason for delay if any			
Whether Liquidated Damages / penalties, if any, imposed?			
Litigation/ Arbitration if any with details.			
Whether copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work etc. and the corresponding completion indicating actual date of completion and actual value of executed similar eligible works in proof of the work experience have been attached			

Signature of Contractor with Seal