

**STATE BANK OF INDIA**

PREMISES DEPARTMENT

CORPORATE CENTRE, NINTH FLOOR, STATE BANK BHAVAN,
MADAME CAMA ROAD, NARIMAN POINT, MUMBAI-21

PART – A: TECHNICAL BID***(TENDER ID – PREM/2025-26/02)***

**ONLINE TENDER FOR SUPPLY INSTALLATION TESTING AND COMMISSIONING OF
LED VIDEO WALL AT GROUND FLOOR (VIP LOBBY) OF STATE BANK BHAVAN,
MADAME CAMA ROAD, NARIMAN POINT, MUMBAI**

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

GSTIN NO. : _____

DATE : _____

NOTICE INVITING TENDERS

ONLINE TENDER FOR SUPPLY INSTALLATION TESTING AND COMMISSIONING(SITC) OF LED VIDEO WALL AT GROUND FLOOR (VIP LOBBY) OF STATE BANK BHAVAN, MADAME CAMA ROAD, NARIMAN POINT, MUMBAI

State Bank of India (herein after referred to as 'SBI / the Bank'), having its Corporate Centre at Nariman Point, Mumbai invites **e-tenders** from the from the reputed and experienced OEMs and their authorized Distributors/Dealers or System Integrators for Supply, Installation, Testing and Commissioning(SITC) of LED Video Wall at Ground Floor(VIP Lobby) of State Bank Bhavan, Nariman Point, Mumbai.

Details of the tenders are as under:

SN	Particulars	Details
1	Name of work	Supply, Installation, Testing and Commissioning (SITC) of LED Video Wall at Ground Floor (VIP Lobby) of State Bank Bhavan, Nariman Point, Mumbai.
2	Nature of Work	Audio Visual (AV) & Infrastructure work
3	Time allowed for completion	30 Days (1 months)
4	Earnest Money Deposit	₹ 70,000 /-(Rupees Seventy Thousand 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 SBI and payable at Mumbai. Tenders without EMD shall be rejected.
5	Security Deposit (SD)	For the successful bidder, total security deposit shall be 5% of the contract value. Out of this, 2% of the contract value will be in the form of Initial Security Deposit (ISD); which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of the 10% of respective running account bill i.e. deduction from each running bill account will be 10%, till the 3% of the contract value is achieved and total of 5%. In case running bills are not paid/submitted, whole 3% of the remaining ISD will be deducted from the final bill paid.
6	Additional security Deposit	In case L-1 bidder quotes abnormally low rates (i.e. 7.5% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference between 92.5% of estimated cost vis-à-vis L-1 quoted amount for due fulfillment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time

		or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion
7	Date of issue of online tender documents (Technical Bid & Price Bid) form the Bank's website	07 / 04/ 2025 to 19/ 04/ 2025 from Bank's website BANK.SBI(www.sbi.co.in) under <Link>procurement news.
8	Last date & time for submission of online Technical Bid, Price Bid and EMD	19/ 04 /2025 by 03:00 PM To be submitted online on e-tender portal https://etender.sbi/SBI/ And at address as mentioned in point no.: 9 of the NIT. Note: It is sole responsibility of the bidder to ensure online submission and offline submission of EMD by stipulated date and time at specified address failing which they will not be eligible to participate in online price bidding.
9	Address for submission of EMD and cost of tender document cum processing fee.	The Deputy General Manager, Premises Department, State Bank of India, Corporate Centre, 9th Floor, State bank Bhavan, Madam Cama road, Nariman Point, Mumbai 400 021.
10	Date of Pre-bid meeting and address of Pre-bid meeting	On 11.04.2025 at 3.30 P.M. at State Bank Bhavan, Nariman Point, Mumbai (Queries shall be send at Bhanu_pratap.jadon@sbi.co.in by 10.04.2025)
11	Date and Time of opening of Tender Document (Technical/Price bid)	19 / 04/ 2025 by 03:30 PM
12	Defects Liability / Warranty period	2-year from the date of installation for free replacement for any manufacturing defect (excluding damages due to natural calamities).
13	Liquidated Damages	0.50% per week subject to max. 5% of contract amount for delay in completion of work.
14	Validity of offer	90 days from the date of opening of Price-bid
15	Value of Interim Certificate	Rs. 10 Lakhs. No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances
16	Warranty period	2 Years
17	Submission of Technical Bid (Hard Copy)	1. Contractors shall Download the entire Technical Bid to get acquainted with the terms and conditions and <u>shall upload compulsorily the pages numbered from 01 to 10 & 17 to 30 of the 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. 2. However, L1 Tenderer should submit the whole technical bid spirally bound securely

		and in serial order containing all pages from 1 to 77 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.
18	Contact Person of e-tender service provider for any clarifications regarding e-Tendering procedure, system requirements, digital signature etc.	<p><u>e-Tender Service Provider Contact persons:</u></p> <p>Primary Contact Numbers:- M:- 9081000427, 9904407997</p> <p>1. Jaymeet Rathod: 079-68136829, jaymeet.rathod@eptl.in</p> <p>2. Vinayak Khambe: 079-68136835, vinayak.k@eptl.in</p> <p>3. Nadeem Mansuri: 079-68136853, nadeem@eptl.in</p> <p>4. Nandan Valera: 079-68136843, nandan.v@eptl.in</p> <p>5. Hemangi Patel: 079-68136852, hemangi@eptl.in</p> <p>6. Kanchan Kumari: 079-68136820, kanchan.k@eptl.in</p> <p>7. Deepak Narekar: 079-68136863, deepak@eptl.in</p> <p>8. Anshul Juneja: 079-68136840, anshul.juneja@eptl.in</p> <p>9. Salina Motani: 079-68136831, salina.motani@eptl.in</p> <p>10. Devang Patel: 079-68136859, devang@eptl.in</p> <p>3. Alternate Contact No.: Riddhi Panchal: 079-40270506, 8460518168, riddhi.panchal@auctiontigher.net</p>

19. For any clarifications regarding Online Tendering procedure, System requirements etc. please contact M/s e-Procurement Technologies Limited, B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad -380006. Gujarat State, India.

20. The Contractor/ Vendor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer are liable to be rejected.

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.

Yours faithfully,

Deputy General Manager (Premises)

LETTER OF UNDERTAKING

The Deputy General Manager (Premises),
State Bank of India,
Corporate Centre, Ninth Floor,
State Bank Bhavan, Madam Cama Road,
Nariman Point, Mumbai 400 021.

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 (SITC) of LED Video Wall at Ground Floor (VIP Lobby) of State Bank Bhavan, Nariman Point, Mumbai.
(b)	Earnest Money	₹ 70,000 /-(Rupees Seventy Thousand 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 SBI 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	30 Days i.e. (1) months

- 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.

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

- 2) 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 drop any of the work from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within stipulated time limit without any extra claim for price escalation as also provided for in the clause 11.1.6 “Instructions to Tenderers” of this tender.

3) 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.

4) Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm

Authorised to sign

Or

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

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

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

i)

ii)

BID SECURITY DECLARATION FORM

Date: _____ Tender No. _____

To

The Deputy General Manager (Premises),
State Bank of India,
Corporate Centre, Ninth Floor,
State Bank Bhavan, Madam Cama Road,
Nariman Point, Mumbai 400 021.

I/We. The undersigned, declare that:

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of **one year** from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the Bank during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of
(insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized
to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

Supply, Installation, Testing and Commissioning (SITC) of LED Video Wall at Ground Floor (VIP Lobby) of State Bank Bhavan, Nariman Point, Mumbai.

1.1 Site and its location

The proposed work is to be carried out at State Bank Bhavan, Madam Cama Road, Nariman Point, Mumbai.

2.0 Tender documents

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

Instructions to tenderers

Eligibility Criteria

General conditions of Contract

Special conditions of Contract

Additional specifications

Drawings

Priced bid A

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

- a) Price Bid
- b) Technical specifications
- c) Drawings
- d) Special conditions of contract
- f) General conditions of contract
- g) Instructions to Tenderers
- h) Eligibility Criteria

- 3.3 The tender documents are not transferable.

3.0 Site Visit

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

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

4.0 Earnest Money

- 4.1 The tenderers are requested to submit the Earnest Money of **₹ 70,000 /-(Rupees Seventy Thousand 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 Bank drawn in favour of **SBI 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.
- 4.5 EMD of successful tenderer will be retained as a part of security deposit.

5.0 Initial/ Security Deposit

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of DD drawn in favour of SBI. Payable at **Mumbai** within a period of 10 days from the date of receipt of Letter of Intent (LOI)/Work Order from SBI.

- 6.0 No interest shall be paid to the amount retained by the Bank as Security Deposit.

7.0 Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 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.

8.0 Completion Period

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of 30 **days (1 months)** from the date of award of work.

9.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period of 90 days from the date of opening price bid. If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not acceptable to Bank without prejudice to any other right or remedy the Bank shall be at liberty forfeit the EMD.

10.0 Liquidated Damages

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

11.0 Rate and prices:

11.1 In case of item rate tender

11.1.1 The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. If no rate is quoted for 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.

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

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

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

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

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

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

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

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

ELIGIBILITY CRITERIA

The intending Vendor/OEM/System Integrator should comply the following minimum eligibility criteria for pre-qualification for the proposed project: -

- A. EXPERIENCE:** The applicant should be a well-established and reputed establishment (for a minimum period of 7 years) engaged in the Chrome Studio Setup Work on turnkey basis for Banks, Financial Institutions, MNCs, Government Organizations / PSUs/ Airports etc.

1	Three “similar” completed works of Rs. 56.00 Lakhs each during last seven (7) years ending as on 31.03.2025
2	Or Two “similar” completed works of Rs. 35.00 Lakhs each during the last seven (7) years ending 31.03.2025
3	Or One “similar” completed work of Rs. 28.00 Lakhs during the last seven (7) years ending 31.03.2025

SIMILAR WORK MEAN: All qualitative successful completion of Design & SITC of LED Video Wall of minimum size 4800mm*2700mm or above in all aspects on turnkey basis of specified magnitude for Public Sector Banks, Financial Institutions, MNCs, Government Organizations / PSUs/ etc.

- B. AVERAGE ANNUAL TURNOVERS:** Should not be less than **Rs. 21 Lakhs** for the last three financial years as per the audited balance sheet. (supporting documents to be submitted)
- C. PROFIT/LOSS:** Bidder should be a Profit-making firm and should not have incurred loss during the last two consecutive financial years out of last five financial years. (supporting documents to be submitted)
- D. SOLVENCY CERTIFICATE:** The contractor should have a solvency of **Rs. 21.00 Lakhs** issued by any scheduled Bank in India (as per **Form – “G”**) issued not before 30th September, 2024.

Interested parties meeting the abovementioned pre-qualification criteria should submit their applications in the prescribed format along with supporting documents in respect of following by the stipulated date:

- (i) Experience profile,
- (ii) Proof of meeting the prescribed PQ criteria,
- (iii) Self-attested copies of completion Certificate, work order etc. from the clients,
- (iv) Audited / certified balanced sheet for the last 5 (five) years,
- (v) EPF / ESI / GST Registration Certificate,
- (vi) Registration as Contractor with various Banks, PSUs, State PWDs, CPWD, etc
- (vii) Details of Technical and Administrative employees,
- (viii) List of Plant & Machineries/Equipment and
- (ix) Details/Address of the branch office/site office in Mumbai/Pune region.

1. Application not accompanied by any of the above documents may be disqualified.
2. No Joint Venture or consortium of firms shall be allowed.
3. SBI reserves the right to verify the authenticity of the documents submitted by the applicant.

4. SBI also reserve the right to reject any or all applications or cancel the entire EOI process without assigning reasons therefor and no correspondence shall be entertained in this regard.

EVALUATION CRITERIA:

For the purpose of participating in Price Bid, applications will be evaluated in the following manner:

1. The eligibility criteria prescribed above (in respect of experience of similar class of works completed) shall first be scrutinized and the applicant's eligibility for the work shall be determined.
2. Only the applicants who meet the initial eligibility criteria specified as above will be further evaluated on the basis of details furnished by them.
3. If necessary, the authorized representatives of SBI will visit any projects / sites which are recently maintained / being maintained by the applicants, in order to evaluate the performance and quality of work of the applicants. In such case, the applicant will be required to obtain/give them the necessary permission/facilities and arrangements for site visit as required.
4. On the basis of the Eligibility criteria mentioned above and after the evaluation of the applicants based on the site visit report, credentials submitted by the applicants, confidential reports obtained from various clientele (wherever necessary), applications will be shortlisted.
5. Merely fulfilling the prescribed minimum prequalification criteria does not entitle the applicant for shortlisting, which is subject to the verification of documents/information furnished by the applicants, inspection of work, quality and timely execution of project, seeking confidential performance reports from the client etc.
6. The duly filled-in Tender Document shall be received online up to **15.00 Hrs. on 19.04.2025.**
7. Bank reserves the right to restrict the list of qualified contractors to any number deemed suitably by it. This qualification is neither an assurance nor binding to SBI to award any job/project to the prequalified contractors.
8. SBI reserve the right to accept or reject any or all applications without assigning any reason thereof and no correspondence will be entertained in this regard.

INSTRUCTIONS TO APPLICANTS

GENERAL INSTRUCTIONS:

1. Please read these instructions carefully before filling up the application form.
2. The application must be submitted in the proforma to be downloaded from our website without editing the text whatsoever. Any violation of this condition shall render the application invalid.
3. The Application form have to be submitted in the prescribed format with Letter of Transmittal along with all the annexures and necessary documents / details as sought in a separate sealed cover supported by prescribed annexures containing other details etc. as mentioned. The sealed cover must be super scribed with the legend.
4. The applicant should stamp and sign all the pages of the application and its annexures / documents failing which their applications may be summarily disqualified.
5. While filling application form please ensure following: -
 - All information called for in the enclosed forms should be furnished against the relevant columns in the forms.
 - If for any reason, information is furnished on separate sheet, this fact should be mentioned against the relevant column.
 - Even if no information is to be provided in a column, a "Nil" or "no such case" or "Not Available" entry should be made in that column.
 - If any particulars/queries are not applicable in case of the applicant, it should be stated as "Not Applicable".
 - The applicants may please note that giving incomplete/unclear information called for in application forms, or making any changes in the prescribed forms, or deliberately suppressing any information, may result in the prescribed formats may result in disqualification of the applicant summarily.
6. Incomplete applications received thus will not be entertained. Application received after the time and date mentioned will not be considered.
7. Overwriting and using of correcting fluid should be avoided. Corrections, if any, should be made by neatly crossing out and shall be rewritten with initials and date. Pages of the document have to be numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
8. The applicant may furnish any additional information, which he/they thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless it is called for by the Employer.
9. References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Superintending Engineer/Chief Project Manager or equivalent.

10. Documents submitted in connection with the tender document will be treated as confidential and will not be returned.

11. **LETTER OF TRANSMITTAL**

The applicant should submit the letter of transmittal on the letter head of the applicant attached/appended with Application form along with annexures of tender document as mentioned / necessitated.

12. **ORGANISATIONAL INFORMATION - BIODATA**

Applicant is required to submit the information in respect of his organization (in Application form) and Biodata of the Directors / Partners / Key associates.

13. **FINANCIAL INFORMATION**

Applicant should furnish the following financial information as per the format as mentioned in Form 'B'.

14. Banker's Details, Chartered Accountant, Annual financial statement for the last five years (**in Form 'B'**) should be supported by audited balance sheets and profit and loss accounts duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.

15. Name and address of the banker's identification of individuals familiar with the applicant's financial standing and a banker's statement on availability of credit.

16. **EXPERIENCE IN SIMILAR WORKS HIGHLIGHTING MAJOR PROJECTS**

Applicant should furnish the following:

- i. List of all Similar works successfully completed during the last Seven years (**in Form "C"**). This list is to be substantiated with the documentary evidence such as copies of work orders, certified final bill copy, satisfactory completion certificate obtained from client etc. without which, the projects mentioned in the format may not be considered for scrutiny. List of works completed before seven years may be mentioned in separate sheet if the applicant intends to do so. **Form C-1** may be submitted project wise as supplementary information for the major projects only executed during the last seven years ending 31.03.2025. Particulars of 'Similar' Major completed works (mentioned in **Form "C"**) indicating the performance of the applicant duly authenticated/certified by an officer not below the rank of Superintending Engineer/Chief Project Manager or equivalent should be furnished separately for each major work completed.
- ii. List of the 'similar' projects under execution or awarded (**in Form "D"**).
- iii.

17. **ORGANISATIONAL INFORMATION - OTHERS**

Number of Technical and Administrative Employees in the organization and how they would be involved in this work (**in Form "F"**)

18. **TENDER SUBMISSION**

Tender should be submitted only in online form at our Service Provider's portal <https://etender.sbi/SBI/> website.

The employer reserves the right to:-

- a. Amend the scope and value of contract to the applicant.
- b. Reject any or all of the applications without assigning any reason.

19. The SBI reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant is found incorrect at a later date, he/they shall be liable to be debarred from tendering/taking up of work in SBI and the tender/work will be cancelled, whenever it is so noticed. The department will not pay any damages to the Company or firm or the concerned person. The Company or Firm or the person will be also debarred for further participation in any tender in the SBI. Further, any breach of this condition by the applicant would also render him liable to be removed from the approved list of contractors of SBI
20. Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has
- (i) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the tender document.
 - (ii) Record of poor performance such as, abandoning work, not properly completing the contract, or financial failures/ weaknesses.
21. The applicants who have down-loaded the tender document from the website, should read the following important instructions carefully before submitting the tender documents: -
- a) The applicants should see carefully & ensure that the complete document contains all the pages.
 - b) The printout of document should be taken on 'A-4' size paper only & the printer settings, such that document is printed as appearing in the web & there is no change in formatting, number of pages etc.
 - c) The applicant should ensure that no page in the down-loaded document is missing else their tender shall be treated as incomplete and will be summarily disqualified.
 - d) The applicant should ensure that all pages in the down-loaded document are legible & clear & are printed on a good quality paper.
 - e) The applicant should ensure that every page of the down-loaded document is signed by applicant with stamp (seal) of the applicant company and all the blanks are filled by the Applicant, suitably.

The applicant should ensure that the down-loaded document is properly filled and also **signed and stamped before uploading** the same at <https://etender.sbi/SBI/> Any correction / addition

/ alteration / omission made in the original document by the applicant will render their application as non – responsive and same shall be summarily rejected. Additional sheet may be used for furnishing the details if required and should be signed and stamped before uploading.

- f) The applicant shall furnish a declaration as per Form A to this effect that no addition / deletion / corrections have been made in the document submitted and it is identical to the document appearing on Website.
 - g) The applicant who has downloaded the document from website should read carefully & sign the declaration given on the Form A before uploading the document at <https://etender.sbi/SBI/>
 - h) In case of any doubt in the down-loaded document, the same should be got clarified from this office before submitting the document.
22. The applicant (principal contractor) shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him or who are near relative to any executive employee/ Gazette officer in the SBI.
23. Prospective bidders may contact at dgmpremises.cc@sbi.co.in between 10.00AM to 05:00PM for any clarification.

APPLICATION FORM

1	Name of the contractor Firm/ company:	
2	Type of Organisation (whether Sole Proprietorship, Partnership, private Limited or Co-op. body etc.)	
3	Year of establishment of the Firm/company	
4	Whether registered with the registrar of companies / registrar of firms (if so, mention number & date of registration, and submit supporting documents)	
5	Year since the firm/ company is in the line of business/ activity of Studio Setup	
6	Official/ registered address of the firm/ company	
7	Correspondence address of the firm/company	
8	Email-ID of the firm/company	
9	Landline number (with STD code) of the office/ firm	
10	Mobile number of the office/ firm/ company	
11	Name, mobile number & email ID of contact person	
12	Name/s of partners / proprietor/ directors/ key person of the firm (Details of address, contact number, qualification etc to be submitted) BIO-DATA OF DIRECTORS	
13	Address of offices available in Mumbai/Maharashtra.	
14	Whether Firm is having ISO Certification? Mention details	
15	Whether member of any professional body/association. Please give details & enclose certificate viz. IGBC	
16	GST Registration number (Photocopy to be attached)	

17	PAN No.	
18	Registration for EPF/ RPFC	
19	Registration for ESIC	
20	Registration under the Contract Labour Act	
21	Registration number under Labour Welfare Act	
22	Professional Tax registration no.	
23	Educational qualification of the proprietor/ partner/ director/key person	
24	Financial Information as per form given at Form B (Enclose copies of audited balance sheet and profit & loss statements and CA Certificate)	As per Form 'B'
25	Average annual turnover of the Company as per Audited Balance Sheets as on 31st March 2025, 2024, 2023. (details of turnover during previous F.Y. to be submitted as per form B)	2022-23: 2023-24: 2024-25: ----- Average:
26	Total number of similar projects completed.	
27	Details of Similar works of SITC of Chrome Studio Setup completed during the last 7 years, as per format given in annexure (Copies of work orders & completion certificates must be enclosed)	As per Form 'C' & 'C1'
28	Value of Single Largest Project for SITC of Chrome Studio Setup or Similar Work completed in the last 7 years	
29	Details for Chrome Studio Setup completed if executed separately	
30	Details of Similar work under execution	As per Form 'D'
31	Details of Technical and Administrative staff employed in the organisation	As per Form 'F'
32	Number of years of experience for SITC of PAC Units	
33	Name and address of Bankers and position of financial soundness (Enclose solvency certificate or other relevant papers/documents, refer Form H)	As per Form 'H'
34	Mention if blacklisted and / or blacklisting proceedings pending with any client. Details of the same, with reasons, to be furnished.	
35	Details of disputes /litigations, if any, during the period of last 07 years	As per Form 'E'
36	Whether any penalty imposed by law enforcing agencies such as labour department, sale tax, GST, etc.	

37	Details of penalty / liquidated damage imposed by any client for defective /delayed/non-completion of work or violation of terms of the contract, during the last 7 years, ended on. 31.03.2025 If yes, please provide details thereof, with reasons.	
38	Whether firm had been barred from participating in the bidding process or kept in cooling period/under suspension by any client, during the last 7 years, ended on 31.03.2025. If yes, please provide details thereof, with reasons.	
39	Please indicate details of any bankruptcy/winding up of proceedings at any point of time in past	

BIO-DATA OF THE DIRECTORS/PARTNERS/ KEY ASSOCIATES

1. Name :

2. Date of Birth :

3. Associates with the organization since :

4. Professional Qualification :

5. Professional Experience :

6. Professional Affiliation :

7. Membership in :

8. Details of Published papers
: in Magazine /
Journals (if any)

9. Details of cost-effective
methods/
in the projects :

10.Exposure to new materials/ :

Signature of Applicant

FORM A**DECLARATION**

**(TO BE SUBMITTED BY THE APPLICANT ON THEIR FIRM/COMPANY'S LETTER
HEAD ALONGWITH THEIR APPLICATION)**

Deputy General Manager (Premises)
STATE BANK OF INDIA
PREMISES DEPARTMENT,
9TH FLOOR, SBI BHAVAN,
MADAME CAMA ROAD,
NARIMAN POINT, MUMBAI – 400021.

I/We hereby certify that:

1. I / We have submitted tender document strictly on the format prescribed by the SBI and are available on the Bank's website & there is no change in formatting, number of pages etc.
2. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of document submitted by us are clear & legible.
3. I / We have signed (with stamp) all the pages of the tender document before submitting the same.
4. I / We have sealed the documents properly before submitting the same.
5. I/We have read carefully & understood the instructions to the applicants.
6. I / We hereby understood and accordingly confirm that all Tender documents and supporting (EOI)/annexures etc. are required to be submitted by us strictly in the prescribed format only. In case, the Bid/documents submitted by us along with this tender is found in any other formats and not complying this condition, we hereby authorize the SBI to summarily reject our tender for which we shall not make any protest.
7. I / We have not made any modification / corrections / additions /deletions etc in the EXPRESSION OF INTEREST (EOI) documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded EXPRESSION OF INTEREST (EOI) documents from the original and / or any documentation, SBI shall have the absolute right to disqualify / reject our Tender and also debar me / us in participating in any future tenders of SBI without any prior intimation to me / us.
8. I/We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

Signature of Applicant with Stamp

FORM 'B'**FINANCIAL INFORMATION****I. Banker Details**

Name of the Bank :
 Branch with Address :
 City :
 Contact person in the Bank :
 Contact Details :

II. Details of Chartered Accountant

Name :
 Address :
 Registration details of accountant :
 Contact Number :
 E-mail address :

III. Financial Analysis – Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

YEARS	2020-21	2021-22	2022-23	2023-24	2024-25
Gross Annual turn-over in Comprehensive Annual Operation and Maintenance Contract wind mills					
(ii) Profit/Loss					
(iii) Financial position:					
(a)Cash					
(b)Current Assets					
(c)Current Liabilities					
(d)Working capital (b-c)					
(e)Current Ratio: Current Assets/Current Liabilities (b/c))					
(f) Acid Test Ratio: (Quick Assets/Current Liabilities (a/c))					

IV. Income Tax Clearance Certificate**V. Solvency certificate from Bankers (Schedule Bank) of Applicant.****VI. Financial arrangements for carrying out the proposed work.**

Signature of Chartered Accountant
 with seal

Signature of Applicant(s)
 with Seal

FORM 'C'

DETAILS OF ALL 'SIMILAR' WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING BY 31st July 2021.

1	2	3	4	5	6	7	8	9	10	11
S. No.	Name of work/ project & location	Owner or sponsoring organizations	Date of Agreement with the owner	Scope of work executed	Cost of project work in Crores	Date of commencement as per contract & actual date of commencement	Stipulated Date of completion & Actual date of completion	Litigation/ Arbitration pending/ In progress with details (if any)	Name and address with contact No. of Officer of client to whom reference shall be made	Remarks

Signature of Applicant

Note:

Actual date of completion of the project should be within 7 years ending 31.03.2025 for taking into eligibility consideration. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order)

- * Only relevant certificates to be uploaded

**PERFORMANCE REPORT FOR ‘SIMILAR’ MAJOR COMPLETED
WORKS (REFERRED TO IN FORM ‘C’)**

1. Name of the work/
Project & Location.
2. Scope of work.
3. Agreement No & Date.
4. Estimated Cost / Tendered Cost
5. Actual Value of work done
6. Date of commencement
 - a. Stipulated date of commencement.
 - b. Actual date of commencement.
7. Date of completion
 - a. Stipulated date of completion.
 - b. Actual date of completion.
8. Amount of compensation levied for delayed completion if any.
9. Performance report based on

Quality of Work,	: Very Good / Good / Fair / Poor
Time Management,	: Very Good / Good / Fair / Poor
Resourcefulness	: Very Good / Good / Fair / Poor
Financial Soundness	: Very Good / Good / Fair / Poor
Technical Proficiency	: Very Good / Good / Fair / Poor

NOTE: The performance report is to be submitted separately for all major works mentioned in Form C. The performance report preferably be submitted in the above Performa. In case, different Performa is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.

Superintending Engineer /
Chief Project Manager or Equivalent
& (Name of Organization), Date

FORM 'D'**'SIMILAR' PROJECTS ON HAND - UNDER EXECUTION OR AWARDED**

1	2	3	4	5	7	8	9	10	11	12	13
Sr no .	Name of work/ project & location	Client / Owner or sponsoring organizations	Type of Client / Owner (Mention Govt/ / Semi Govt / PSU / Autonomous / Private)	Date of Agreement with the owner	Cost of project work in Crores	Date of commencement as per contract & actual date of commencement	Stipulated Date of completion	Up to date percentage of progress of work completed	Delay in progress (if any) and reasons thereof	Name & address with contact No. of Officer of client to whom reference shall be made	Remarks (Indicate whether any show cause notice issued or Arbitration initiated during the progress work)

Signature of Applicant

Note:

The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order)

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

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

(Add separate sheet if required)

Notes:

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

Name of Authorized Signatory

Sign & seal of the applicant

FORM 'F'**DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED
IN THE ORGANIZATION**

Sr. No.	Designation	Total Number	Names	Educational Qualification	Professional Experience	Length of continuous service with employer in years
1	2	3	4	5	6	7

Signature of Applicant

Note:

1. Details of Technical personnel shall be provided qualification-wise
2. Organization chart of the company, additional information about Technical and administrative personnel, if any, may be submitted on separate sheet
3. Professional experience in terms of Comprehensive Annual Operation and Maintenance Contract for wind mills “shall be mentioned separately.

**DETAILS OF PLANT & MACHINERY, MANUFACTURING UNITS, TOOLS AND
EQUIPMENTS LIKELY TO BE USED IN CARRYING OUT THE WORK.**

Sr. No	Name of the Tools / Machinery / Equipment	Unit	Make / Model / Capacity or Type	Age in years	Condition of the unit	Ownership Status (mention the quantity)			Current location	Remarks
						Presently owned	To be purchased	Leased		
1	2	3	4	5	6	7	8	9	10	11

Signature of Applicant

Note:

Details shall be submitted separately if required.

SOLVENCY CERTIFICATE WITH BANK'S DETAIL

This is to certify that M/s _____ address _____ is a customer of our bank and banking with us for the last years. Presently, the firm has availed undernoted banking facility/ies:

Sl. no.	Facility	Type of a/c	Present balance	Average balance during last 6 months

2. The conduct of firm's & key person's account have found to be satisfactory. As per the basis of credit facilities provided to the firm/ turnover in the accounts/ details available with us, the firm can be treated as good for any engagement up to a limit of Rs. _____ (Rupees _____).

3. This certificate is issued on the basis of bank's record/ transactions with the bank, without any guarantee or responsibility on the bank or any of the officers, with confirmation that facts mentioned herein as per our record.

(Signature of Branch Manager with Seal)

Note:

1. Banker's certificate should be on the letter head of the scheduled commercial bank.
2. In case of partnership firm, certificate to include names of all partners as recorded with the bank.

Signature of Applicant

CHECK LIST: Details of Enclosures.

Sl. No.	Information	Confirmation of Submission	Page no.
1	Expression of Interest (EOI) Document including Letter of Transmittal, Application Form and Forms A to H.	Yes/No	
2	Proof of constitution:	Yes/No	
	(a) In case of sole proprietorship/HUF: an affidavit executed before a 1 st Class Magistrate that the applicant is the sole proprietor of the firm/Karta of HUF		
	(b) In case of partnership firm: (Submit attested copies)		
	In case of private/Public Ltd. Co. Article of Association duly attested by Notary Public		
	Power of attorney, if any, attested by Notary Public		
3	Certificate of Registration as contractor	Yes/No	
4	Certificate of Registration with taxation authorities	Yes/No	
5	Certificate of Tax Clearance (ITCC, GST & Other Tax etc.)	Yes/No	
6	Details of requisite licenses if any	Yes/No	
7	Registration with EPF	Yes/No	
8	Proof of eligibility of essential criteria	Yes/No	
9	Declaration form A	Yes/No	
10	Financial Information	Yes/No	
	A) Balance sheets of last 5 years (Form B)	Yes/No	
	B) Calculation sheets of net worth (Form B)	Yes/No	
	C) Solvency Certificate in original (Form H)	Yes/No	
11	Details of completed work as given in Form C & C1	Yes/No	
12	Attested copies of Award Letters/Work Orders/LOI for completed work	Yes/No	
13	Original or attested copies of certificate for works done, from concerned clients	Yes/No	
14	Details of work on hand as given in Form D	Yes/No	
15	Details of litigation / arbitration cases arising from the contract's "E" if any	Yes/No	
16	Attested copies of award letters/work orders/LOI for ongoing projects / Works on Hand	Yes/No	
17	Details of key personnel as given in Form F	Yes/No	
18	Details of plant and machinery etc. as given in Form G	Yes/No	
19	Solvency Certificate with Bank details H	Yes/No	

Signature of Applicant

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions: -

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

Signature of Contractor with Seal

CLAUSE**1.0 Total Security Deposit**

Total Security deposit comprise of:
 Earnest Money Deposit
 Initial security deposit
 Retention Money

a) Earnest Money Deposit -

- The tenderer shall furnish EMD of ₹ 70,000 /- (Rupees Seventy Thousand Only) in the form of Demand draft or bankers cheque drawn in favour of SBI payable at Mumbai, on any Scheduled Bank.
- No tender shall be considered unless the EMD is so deposited in the required form.
- No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken 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/ Vendor 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) Initial Security Deposit (ISD)

The amount of ISD shall be 2% of accepted value of tender (In the instant case, the cumulative contract awarded value of all the Circles put together shall be considered for the purpose) including the EMD in the form of DD/PO drawn on any scheduled Bank. The ISD shall be deposited within 15 days from the date of acceptance of tender.

c) Retention Money:

An amount @ 5% of the bill amount will be retained by the SBI from the bills and the same will be released by the SBI against Bank guarantee for equal amount issued by any Nationalised/ Scheduled Bank in the SBI's approved format valid for 1 year. The Bank guarantee shall be released only after completion of warranty period of 1-year provided no complaint is received or the defects have been rectified by replacing the same satisfactorily.

The successful bidder may choose to submit such Bank Guarantee to the SBI soon after commencement of work to avoid deduction of retention money from the Bills.

No advance on materials / plant / machinery or mobilization advance shall be paid in any circumstances.

2.0 Language

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

Signature of Contractor with Seal

3.0 Errors, omissions and discrepancies

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

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the 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 by registered post or otherwise depositing at the 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.

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

Signature of Contractor with Seal

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 programme 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

7.0 Copies of agreement

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

8.0 Liquidated damages:

If the contractor fails to maintain the required progress in terms of clause 6. 0 of GOC 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.

9.0 Materials, Appliances and Employees

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or 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.

10.0 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.

11.0 Setting out Work:

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the 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 his own expenses rectify such error, if so, required to satisfaction of the SBI.

12.0 Protection of works and property:

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

Signature of Contractor with Seal

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

13.0 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.

14.0 Assignment and subletting

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

15.0 Quality of materials, workmanship & Test

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

ii) Samples

All samples 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.

Signature of Contractor with Seal

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

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.

16.0 Obtaining information related to execution of work

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

17.0 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.

18.0 Quantities

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.

19.0 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 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.

20.0 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 /

Signature of Contractor with Seal

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.

21.0 Valuation of Variations

No claim for an extra 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 is herein referred to as authorized extra 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.

(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.

22.0 Final measurement

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

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23.0 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 scaffolding, wiring, pipes, surplus materials, contractor's labour equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structure including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor the SBI and shall clear, level and dress, compact the site as required by the SBI.
- d) Shall put the SBI in undisputed custody and possession of the site and all land allot by the SBI.
- e) Shall hand over the work in a peaceful manner to the SBI
- f) All defects / imperfections have been attended and rectified as pointed out by the Architects to the full satisfaction of SBI.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor is entitled to apply to the Architect / consultant is satisfied 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 in respect of the work for which the VCC has 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 construction 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.

24.0 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.

25.0 Insurance of works

- 25.1 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

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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 affected 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 if insurance and the receipts for payment of the current premiums.

25.2 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 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.

25.3 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 25.2 of this clause.

25.4 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

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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.

25.5 Third Party Insurance

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

25.5.2 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 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.

25.6 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.

25.7 Accident or Injury to workman:

25.7.1 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.

25.7.2 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.

25.7.3 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

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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.

25.7.4 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.

26.0 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.

27.0 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 30 days (1 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.

28.0 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 15 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.

29.0 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

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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.

30.0 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 absolutely 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.

31.0 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 what so ever 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.

32.0 Suspension of work

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

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- 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.

- d) 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.

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

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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.

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, tools scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to 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 receive thereof by him the SBI sell the same by public auction, and after due publication, and shall, adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the 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. 10.00 Lakhs**.

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 A. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

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 Deputy General Manager(Premises), SBI Corporate Centre,9th floor, State Bank Bhavan, Madam Cama road, Mumbai-21 And endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall 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 Deputy General Manager(Premises), SBI Corporate Centre 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 Deputy General Manager(Premises), SBI Corporate Centre in writing in the manner and within the time aforesaid.

B. Settlement of Disputes and Arbitration

The Deputy General Manager(Premises), SBI Corporate Centre shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of The Deputy General Manager(Premises), SBI Corporate Centre

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submit his claims to the conciliating authority namely the General Manager(OL & CS), SBI Corporate Centre for conciliation along with all details and copies of correspondence exchanged between him and the Deputy General manager(Premises),SBI corporate centre.

- i) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the Deputy Managing Director & CDO for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- ii) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Deputy Managing Director &CDO. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Deputy Managing Director & CDO of the SBI .Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

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

It is also a term of this contract that no person other than a person appointed by such Deputy Managing Director & CDO as aforesaid should act as arbitrator.

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

It is also a term of the contract that if any fees are payable to the Arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

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

37.0 Water Supply

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

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect / consultant's.

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- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect / consultant is unsatisfactory.

37.1 The contractor shall construct temporary well / tube well in SBI and for taking water for construction purposes only after obtaining permission in writing from the SBI. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the SBI without any compensation as directed by the Architect / consultant.

37.2 If the contractor makes use of Bank's water connection or power connection (after obtaining due permission, an amount of 0.25% of the tendered amount/amount of final bill , whichever is higher will be deducted.

38.0 Power Supply

The contractor shall make his own arrangements for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose.

39.0 Treasure Trove etc.

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

40.0 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.

41.0 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

42.0 Force Majeure

42.1 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.

42.2 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

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actual delay incurred in such affected activity adducing necessary evidence in support thereof.

42.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the 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.

42.4 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.

43.0 **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.

44.0 **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.

46.0 The contractor's shall be bound to comply the following provision in terms of **"Restrictions imposed by the Government of India, Ministry of Finance Department of Expenditure under Rule 144 (XI) of General Financial Rules 2017 vide their order no. F. No 6/18/2019/PPD dated 23rd July 2020"** as under;

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority (registration committee constituted by the Department for Promotion of Industry and Internal Trade).
- II. 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of

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bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- III. 'Bidder from a country which shares a land border with India (such a country)' for this purpose means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of A Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of Individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or the capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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- vii. All bidders need to submit a declaration-cum-certificate (along with evidence) in this regard as per **"Annexure Q"**. Failure to submit such valid declaration-cum-Certificate will make the bid liable for rejection."

ANNEXURE "Q"

Declaration-Cum- Certificate on the Letter Head of Bidder Regarding Restrictions on Procurement From Bidders From A Country Or Countries, On Grounds Of Defence In India, Or Matters Directly Related Thereto, Including National Security.

Restrictions under Rule 144 (XI) of General Financial Rules 2017 of Ministry of Finance, India order no. F. No 6/18/2019/PPD dated 23rd July 2020

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

I/We, the bidder (Specify full name -----
-----) certify that we are NOT from such a country OR, if from such a country, has been registered with Competent Authority.

I/We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

(Signature of Authorised Signatory along with Seal)

Name of authorised signatory:

Designation of Authorised signatory:

List of Evidences enclosed:

1. Copy of certificate of valid registration with the Competent Authority (Score out if not applicable)
2.
3.
4.

Date:

Place:

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SPECIAL CONDITION OF CONTRACT

1.0 Scope of work

1.0 Supply, Installation, Testing and Commissioning (SITC) of LED Video Wall at Ground Floor (VIP Lobby) of State Bank Bhavan, Nariman Point, Mumbai.

2.0 Address of site

The site is located at State Bank of India, Corporate Centre, Nariman Point, Mumbai.

3.0 Dimensions and levels

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

4.0 Notice of operation

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

5.0 Construction records

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

6.0 Safety of adjacent structures and trees

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

7.0 Temporary works.

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

8.0 Water, Power and other facilities

a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own

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arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary, the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose. The SBI will not be liable to pay any charges in connection with the above.

b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges as instructed.

c) The contractors for other trades directly appointed by the SBI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for Construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBI will reimburse the amount on production of receipts.

d) The SBI as well as the Architect / consultant shall give all possible assistance to the Contractor's to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

e) If the contractor makes use of Bank's water connection or power connection (after obtaining due permission, an amount of 0.25% of the tendered amount/amount of final bill, whichever is higher will be deducted).

9.0 Facilities for contractor's employees

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

10.0 Lighting of works

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

11.0 Firefighting arrangements

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

12.0 Site order book

A site order book shall be maintained at site for the purpose of quick communication between the Architect / Consultant. Any communication relating to the work may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall 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.

13.0 Temporary fencing/ barricading

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

14.0 Site meetings

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

15.0 Disposal of refuse

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

16.0 Contractor to verify site measurement

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

17.0 Displaying the name of the work

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

18.0 As built drawings

- i) For the drawings issued to the contractor by the Architect / Consultant. The Architect Consultant will issue two sets of drawings to the Contractor for the items for some changes have been made. From the approved drawings as instructed by the SBI / Architect /

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Consultant. The contractor will make the changes made on these copies and return these copies to the Architect / Consultant for their approval. In cases revision is required or the corrections are not properly marked the Architect / Consultant will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and / or attend to discrepancies either on copies as directed by the Architect / consultant and resubmit to him for approval. The Architect / consultant will return one copy duly approved by him.

ii) For the drawings prepared by the contractor

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

19.0 Approved make

The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized agency for the waterproofing anti-termite, aluminum doors and windows and any other item 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/mock up.

20.0 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 contractors account

21.0 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.

22.0 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

23.0 Photographs:

- The Contractor shall at his own expense supply to the Bank/Architects with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one months during the progress of the work or at every important stage of construction.
- In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with each Running Bill for the project clearing showing major progress of

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work measured and claimed therein failing which the Architect/ SBI may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases when the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent running shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or material as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar, concrete and lime shall be provided with protective footwear and rubber hand gloves.
9. Those engaged in welding works shall be provided with welders' protective eye shield and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste readymade paint.
(ii) Suitable facemasks should be supplied for use by the workers when the paint applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during cessation of work.
12. Hoisting machines and tackle used in the works including their attachments anchor and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be durable quality and adequate strength and free from defects.

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ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper of ₹ 500/- or as per latest Govt. Rules)

ARTICLES OF AGREEMENT made the _____ date of _____ between State Bank of India, having its office at Mumbai hereinafter called "the Employer" of the One Part and

WHEREAS the SBI. is desirous of

_____ and has caused specifications describing the work to be done to be prepared by SBI.

AND WHEREAS the said Drawings numbered _____ to _____ inclusive, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth herein in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said conditions") the works shown upon the said Drawings and / or described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount.)

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
- 2) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
- 3) The term "The Architects" in the said Conditions shall mean the SBI, or in the event of their ceasing to be the Architects for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer, PROVIDED ALWAYS that no person or persons subsequently appointed to be Architects under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the outgoing Architects for the time being.

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- 4) The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.
- 5) The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
- 6) This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work in respect of the entire building complex to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities and Rates or as provided in the said Conditions.
- 7) The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of lifts, Telephone, electrical installations, fittings air-conditioning and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.
- 8) The SBI reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
- 9) Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 14th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within --- **days** subject to nevertheless the provisions for extension of time.
- 10) All payments by the SBI under this Contract will be made only at Mumbai.
- 11) All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and only the Courts in Mumbai shall have jurisdiction to determine the same.
- 12) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF THE SBI and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

SIGNATURE CLAUSE

SIGNED AND DELIVERED by the

Signature of Contractor with Seal

_____ By the
(Employer)

hand of Shri _____

(Name and Designation)

(Signature of Employer)

In the presence of:

1) Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)

SIGNED AND DELIVERED by the

_____ by the
(Contractor)

(Signature of Contractors)

In the presence of:

Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)

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(A) SAMPLE BUSINESS RULE DOCUMENT

**ONLINE E-TENDERING FOR PROPOSED HVAC WORK AT STATE BANK BHAVAN,
NARIMAN POINT MUMBAI.**

(a) Business rules for E-tendering:

1. Only prequalified vendors shall only be eligible to participate in the price bid.
2. 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.
3. 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.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. 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.
6. 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 by the L1 vendor (2) Deposit of specified amount of EMD in account number, if applicable. Contractors not submitting any one or more documents shall not be eligible to participate in the on-line price bidding.
7. E-tendering will be conducted on schedule date & time.
8. **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. Antares System Limited 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 Limited, 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.

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2. M/s e-Procurement Technologies Limited, 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 empaneled 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.
 - (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 User Name & Password by M/s e-Procurement Technologies Limited. The Bidders are requested to change the Password after the receipt of initial Password from M/s e-Procurement Technologies Limited. 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.

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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 Limited 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 M/s e-Procurement Technologies Limited is not responsible for any damages, including damages that result from, but are not limited to negligence.
 - SBI or its authorized service M/s. E-Procurement Technologies Ltd 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. Antares System Limited.
 - **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

(B) 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 CHROME STUDIO SETUP AT STATE BANK BHAVAN NARIMAN POINT MUMBAI.

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 Antares system Ltd 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/tender wizard.
- 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 sujith@eptl.in

Signature of Contractor with Seal

APPENDIX HEREINBEFORE REFERRED TO

- Name of the organization Offering Contract : The Deputy General Manager(Premises),
State Bank of India, Corporate Centre,
9th floor, State Bank Bhavan, Nariman Point,
Mumbai-400 021
- Consultants : NA.
- Site Address : State Bank of India, Corporate Centre
- Name of the Contractor: _____

- Address of the Contractor : _____

- Period of Completion : 30 days (1 months) from the date of
Commencement
- Earnest Money Deposit: 70000
- 9)Retention Money : As per clause no. 11(a) of general Conditions
- 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. 10.00 Lakhs.**
- 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.
- 15) Period of Final Measurement : 2 Months from the date of Virtual Completion.
- 16) Initial Security Deposit : as per clause
(Clause No. 22)
- 17) Total Security Deposit : As per clause No. 11 a
- 18) Refund of initial Security Deposit Comprising of EMD and ISD. :50% of the
Security Deposit shall be refunded to the Contractor on completion of the work and
balance refunded only after the Defect Liability Period is over.

Signature of Contractor with Seal

19) 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

TABLE-II

PROFORMA FOR REGISTER OF MATERIAL AT SITE ACCOUNT

Name of Work :

Name of Contractor :

Agreement No. :

Descripti on of Material	Qty. outstanding 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

TABLE-III

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

TABLE - IV

**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

TABLE - V

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 (water, power etc.) 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: -----

Deputy General Manager(Premises)

Signature of Contractor with Seal