



**TENDER ID MUM202001001**

**DATE: 06.01.2020**

**SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.**

**CIRCLE OFFICE, THIRD FLOOR, STATE BANK OF INDIA, SYNERGY  
BUILDING, C-6, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA EAST,  
MUMBAI-400051**

**ONLINE TENDER FOR SUPPLY AND INSTALLATION OF SBI ATM LOLLIPOP  
SIGNAGE**

**PART – A: TECHNICAL BID**

**TENDER SUBMITTED BY :**

**NAME :** \_\_\_\_\_

**ADDRESS :** \_\_\_\_\_

**DATE :** \_\_\_\_\_



## NOTICE INVITING TENDER

SBI Infra Management Solutions Pvt. Ltd., Circle Office, Mumbai on behalf of State Bank of India invites “online per unit item rate E-tenders followed by E-reverse auction” from the SBIIMS Empaneled Signage Vendors under all Categories (i.e. upto Rs. 100 lakhs, Above Rs. 100 lakhs to Rs. 300 lakhs & Above Rs. 300 lakhs & upto Rs. 500 lakhs) for the Supply and Installation of SBI ATM Lollipop Signages in Mumbai, Navi Mumbai, Thane & Raigad Districts of **Mumbai Metro Circle** of State Bank of India.

### **NOTE:**

1. The Signage Vendors empaneled by the SBIIMS and who receive NIT from the SBIIMS, Circle Office, Mumbai are only eligible to participate in the bidding process.
2. Intended vendors who have received NIT from SBIIMS, have to submit “**Online Tender**” with EMD & Processing fees, “**Project Specific Authorization Letter**” from OEM of Cast Clear Film and LED Module (as per enclosed draft “**ANNEXURE – IV**” issued after 31<sup>st</sup> December 2019) failing which their tenders may not be considered.

The details of tender are as under:

S.N.	Particulars	Details
1	Name of work	SUPPLY AND INSTALLATION OF SBI ATM LOLLIPOP SIGNAGE
2	Nature of Work	SBI ATM LOLLIPOP SIGNAGE
3	Time allowed for completion	1 (One) Months
4	Earnest Money Deposit	<b>Rs. 50,000.00 (Rupees Fifty Thousand Only)</b> By Demand Draft / Pay Order from any Scheduled Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS) and payable in Mumbai.
5	Cost of Tender document cum Tender Processing Fee (Non-refundable)	<b>Rs. 3,000/- (Rs. Three Thousand Only)</b> to be paid through State Bank Collect <b>ONLY</b> as detailed under; 1) login <a href="https://www.onlinesbi.com">https://www.onlinesbi.com</a> 2) Select SB Collect from Top Menu, click the checkbox and “Proceed” 3) Select “All India” in “State of Corporate/Institution” & Select “Commercial Services” in “Type of Corporate/Institution” then “Go” 4) Select “SBI Infra Management Solutions Pvt. Ltd” in Commercial Services Name and “Submit” 5) Select “Tender Application Fee” in “Payment Category” and enter the “Tender ID” exactly as given in first page top of this tender (characters in upper case Only). 6) Fill up all fields such as email, GST No., Mobile No. Vendor/Firm Name etc and make payment.



		7) Enclose payment receipt having unique reference No. along with EMD.
6	Initial Security Deposit (ISD)	2% of contract amount (EMD will be returned on receiving ISD). The successful bidder(s) shall be responsible to deposit Initial security deposit @ 2% of the Cumulative Contract Value (of the work awarded for various RBO's) by way of demand draft in favour of SBI, payable at Mumbai/ Navi Mumbai/ Thane/ Pen within 10 days from the date of receipt of "Letter of Intent" from SBIIMS The SBIIMS may consider accepting ISD in the form of Bank Guarantee issued by any Scheduled Bank in the format supplied/approved by the SBIIMS within its sole discretion but the same cannot be considered as a right of the bidder.
7	Date of issue of tender documents from the Bank's / service provider's website	
	(a) Technical Bid	<b>06.01.2020 to 20.01.2020</b> Available at <a href="http://ww.sbi.co.in">ww.sbi.co.in</a> portal <link> sbi in the news > Procurement news
	(b) Online Indicative Price Bid (only to those bidders who qualify in Technical Bid.)	<b>From 21.01.2020 to 22.01.2020</b> Available at M/s e-Procurement Technologies Ltd., our Service Provider's portal <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
8	Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting.	At 12:00 Noon on 14.01.2020
9	Pre-Bid Meeting	At 3:00 PM on 14.01.2020 at address mentioned in point no. 12 below. (Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting)
10	Date of posting of clarifications on the Bidder's queries.	16.01.2020 (Clarifications, if any, shall be posted only on the e-tender portal. No individual communication shall be provided to the Bidder).
11	Last date & time for submission of EMD, cost of tender document cum processing Fee	<b>From 06.01.2020 to 20.01.2020 by 03:00 PM</b> Note: It is sole responsibility of the bidder to ensure submission of their EMD in the prescribed form at this office by stipulated date and Cost of tender document cum processing fee through Mode mentioned at Serial No. 5 of this table by stipulated date and time at specified address failing which they will not be allowed to participate in E-Tendering
12	Address for submission of EMD and cost of tender document cum processing fee.	Vice President & Circle Head, SBI Infra Management Solutions Pvt. Ltd; 3rd floor, Circle Office, State Bank of India, Synergy building, C-6,



		G-Block, Bandra -Kurla complex, Bandra East, Mumbai-400051
13	Date and Time for opening of Technical Bid	<b>20.01.2020 up to 03:30 PM</b> at SBI Infra Circle Office Mumbai
14	Date and time for submission of Online Indicative Price Bid <i>by the bidders qualified in Technical Bid.</i>	<b>From 21.01.2020 to 22.01.2020 till 03:00 PM</b> at Service Provider's portal <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
15	Date and Time for opening of online indicative Price Bid	<b>22.01.2020 by 03:30 PM</b> at Service Provider's portal <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
16	Defects Liability / Warranty period	5-years from the date of installation for free replacement of Cast Clear Film duly screen printed with artwork, flange and LED for any manufacturing defect (excluding damages due to natural calamities).
17	Validity of offer	90 days from the date of opening of Price-bid.
18	Liquidated Damages	0.50% per week subject to max. 5% of contract amount for delay in completion of work.
19	Payment of Bills	<ul style="list-style-type: none"> <li>i. The Vendor shall submit branch-wise Tax Invoices/Bills along with specified 5 years Warranty Card for each Signage at Bank's respective Regional Business Office (RBO) level on successful completion of work.</li> <li>ii. The payment shall be made by the RBO online in the bidders account within 15 working days from the date of receipt of the following: <ul style="list-style-type: none"> <li>(a) Tax Invoice/Bill</li> <li>(b) Work completion certificate issued by the Branch/Office</li> <li>(c) 5 years warranty Card duly signed by the Vendor i.e. OEM (Original Equipment Manufacturer)'s authorized signatory for Cast Clear Film and LEDs.</li> </ul> </li> <li>iii. No advance on materials / plant / machinery or mobilization advance shall be paid in any circumstances.</li> </ul>
20	Retention Money	5% of Contract Value/actual cumulative Invoice value at respective Regional Business Office (RBO) level in the form of Bank Guarantee (BG) issued by any Scheduled Bank as per format supplied/approved by the SBI. Till such time BG is submitted, the SBI shall be at liberty to retain the equivalent sum from the Bills of the Vendor (which will subsequently be released by the Bank on receipt of BG).
21	Release of Initial Security Deposit	ISD shall be released to the bidders by the SBIIMS on successful completion of work for all the RBO's. EMD of unsuccessful bidders will be returned within 15 days.



22	Distribution of work amongst L-1, L-2 and L-3 bidders	<p>SBIIMS shall be at liberty to allot the work to L-1, L-2 &amp; L-3 bidders at approved L-1 rates in the proportion of 50:30:20 (i.e. L-1 bidder will be allotted 50%, L-2 will be given 30% and L-3 will be awarded 20% of the total work in the Mumbai Metro Circle of SBI)</p> <p>In case, on written demand by the SBIIMS, the L-2 or L-3 bidder (or both) do not submit their written concurrence regarding their willingness to execute the work at L-1 bidder's approved rates by the stipulated date, the SBIIMS may consider inviting next lowest bidders i.e. L-4, L-5, L-6 and so on for the purpose within its sole discretion and no further claim/correspondence shall be entertained in this regard.</p> <p>In case, any of the bidder (L-1/L-2/L-3 etc.) bidder either do not commence the work within the stipulated period or back out from the project at any stage, the SBIIMS will be at liberty to entrust the work in the same proportion to next lower bidder(s) on L-1 approved rate.</p> <p>Also, in the event of next lowest vendors not ready to match L-1 price, leaving only two bidder, the SBIIMS will distribute the work in equal proportion or the entire work can also be allotted to only L-1 bidder.</p> <p>In the eventuality of 3 or more bidders have logged in but only 2 bidders have participated in the reverse bidding process the SBIIMS may consider awarding entire work either to L-1 bidder or to distribute amongst both the bidders in 50:50 proportion within its sole discretion.</p>
23	e-Tender Service Provider Contact persons	Shri. Samjad - 09265871720 Shri. Sujith - 07940270579

27. Conditional tenders shall be summarily rejected.

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

29. 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.

30. SBIIMS has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.

Yours Faithfully,



**Vice President & Circle Head  
Mumbai Circle**

**LETTER OF DECLARATION**

Vice President & Circle Head,  
SBI Infra Management Solutions Pvt. Ltd;  
3rd floor, Circle Office, State Bank of India,  
Synergy building, C-6, G-Block,  
Bandra -Kurla complex,  
Bandra East, Mumbai-400051.

Dear Sir,

Having examined the drawings, specifications, design and schedule of quantities relating to the works specified in the NIT for the project and 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 agree to execute the works specified in the said memorandum at the rates finally quoted by us through online bidding process followed by E-reverse Auction 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**

<b>S. No.</b>	<b>Particulars</b>	<b>Brief details</b>
1	Description of work	SUPPLY AND INSTALLATION OF SBI ATM LOLLIPOP SIGNAGE
2	Earnest Money	<b>Rs. 50,000.00 (Rupees Fifty Thousand Only)</b> by means of Demand Draft / Pay Order from any Scheduled Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.
3	Percentage, if any, to be deducted from Bills	5% (Five Percent) of Contract value/Cumulative Circle Invoice Value.
4	Time allowed for completion of the Work	1 (Month) Months from 14 <sup>th</sup> day from the date of written order from SBIIMS or date of execution of agreement by the respective Circle of SBI (whichever is later) to commence the work.

Should this tender be accepted, I/we hereby agree:

- (i) I / We have deposited a sum of Rs. 50,000.00 (Rupees Fifty Thousand Only) as Earnest Money with the SBI Infra Management Solutions Pvt. Ltd. along with our tender. We, hereby, also submit our written concurrence to deposit specified sum of Initial Security Deposit within the specified time limit for due fulfillment of contractual provisions.
- (ii) We understand that both EMD and ISD amount deposited by us/to be deposited shall not to bear any interest. Should I / We fail to execute the Contract when called



upon to do so I / We do hereby agree that this sum (EMD and ISD) shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.

- (iii) To abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI/SBIIMS, the amount mentioned in the said conditions
- (iv) That if I/we do fail to execute the contract when called upon to do so, I/we hereby agree that the sum of EMD & ISD shall be forfeited by me/us to SBI/SBI Infra Management Solutions Pvt. Ltd.
- (v) We understand that as per terms of this tender, the SBI/SBIIMS may consider accepting our tender in part or whole or may entrust the work in phases. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to curtail/reduce the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within the stipulated time limit without any extra claim for price escalation.
- (vi) We understand that the SBIIMS/SBI shall be at liberty to distribute the work amongst L-1, L-2 and L-3 bidders in the proportion 50:30:20 (and in terms of Sr. no.22 of NIT) to which we submit our concurrence and shall not raise any objection for the same.
- (vii) 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.

Signature of Vendor with seal

Name:

Address:

Contact details:



## **INSTRUCTIONS TO THE TENDERERS**

### **1.0 Scope of work**

Supply And Installation of SBI ATM Lollipop Signages at various ATM's located in Mumbai, Navi Mumbai, Thane & Raigad Districts.

### **1.1 Site and its location**

The proposed work is to be carried out at SBI ATMs' located in Mumbai, Navi Mumbai, Thane & Raigad Districts. The SBI/ SBI may, however, choose to add or delete scope of work in any City/Circle across India within its sole discretion and no claim / correspondence shall be entertained by the SBI/SBI/ SBI in this regard which please note.

### **2.0 Tender documents**

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

- Instructions to tenderers
- General conditions of Contract
- Special conditions of Contract
- Price bid

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

- a. Price Bid
- b. Technical specifications
- c. Special conditions of contract
- d. General conditions of contract
- e. Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from the website [www.sbi.co.in](http://www.sbi.co.in) as per schedule furnished in the NIT.

2.4 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 shall be solely responsible for considering the financial effect of any or all the factors while submitting his tender.

#### 4.0 **Earnest Money**

4.1 The tenderers are requested to submit the Earnest Money of Rs.50,000.00 (Rupees Fifty 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 Infra Management Solutions Pvt. Ltd. and payable in Mumbai.

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

4.3 No interest will be paid on the EMD.

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

4.5 EMD of successful tenderer will be retained as a part of security deposit.

#### 5.0 **Initial/ Security Deposit**

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

**No interest shall be paid to the amount retained by the SBIIMS/SBI as Security Deposit.**

#### 6.0 **Signing of contract Documents**

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective Circles (LHOs) of SBI within 15 days from the receipt of intimation of acceptance of the tender by the SBIIMS. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

#### 7.0 **Completion Period**

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

#### 8.0 **Validity of tender**

Tenders shall remain valid and open for acceptance for a period of 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.



**9.0 Liquidated Damages**

The liquidated damages on account of delay shall be 0.50% of Cumulative Awarded value per week subject to a maximum of 5% of Cumulative awarded contract value or actual Invoice Value.

**10.0 Rate and prices:**

**10.1 In case of item rate tender**

10.1.1 The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. 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.

If no rate is quoted for one or more tender items, such tenders shall be treated as **Non-Responsive Tenders** and the same shall be summarily rejected.

10.1.2 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 Vendor would be paid accordingly.

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

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

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

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies during the currency of contract including authorized extension, if any, but excluding GST, which shall be mentioned in the bills/invoices separately, as applicable.

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

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



## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 Definitions: -**

“Contract means the documents forming the tender and the acceptance there of and the formal agreement executed between SBI (client) and the Vendor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the SBIIMS / 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.
- 1.1.1 ‘SBIIMS’ Pvt. Ltd. shall mean SBI Infra Management Solutions Pvt. Ltd. (Service Provider) having its Head Office at Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai- 400 021 and includes the client’s representatives, successors and assigns.
- 1.1.2 “SBI” shall mean State Bank of India (Client) having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai- 400 021 and its representative Local Head Offices/Administrative Offices/Regional Business Offices/Branches at various places across India and includes the client’s representatives, successors and assigns.
- 1.1.3 ‘The Vendor’ shall mean the individual or firm or company undertaking the works and shall include legal personal representative of individual or composing the firm or company and the permitted assignees of individual or firms of company.
- 1.1.3 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 Vendor hereunder and work to be done by the Vendor under the contract.
- 1.1.4 Engineer’ shall mean the representative Civil / Electrical Engineer of the SBI/SBIIMS
- 1.1.5 ‘Drawings’ shall mean the drawings prepared and issued by SBIIMS or their Architects and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time.
- 1.1.6 ‘Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions thereto or deductions there from as may be made under the provide herein after contained.
- 1.1.7 Specifications’ shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the SBI/SBIIMS
- 1.1.8 “Month” means calendar month.
- 1.1.9 “Week” means seven consecutive days.



- 1.1.10 "Day" means a calendar day beginning and ending at 00 Hrs. and 24 Hrs. respectively.
- 1.1.11 SBIIMS's Engineer" shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the M.D. & CEO, SBI Infra Management Solutions Pvt. Ltd.

## **2.0 CLAUSE**

### **1.0 Total Security Deposit: The Total Security deposit comprise of**

- a) Earnest Money Deposit
- b) Initial security deposit
- c) Retention Money

#### **a) Earnest Money Deposit -**

- The tenderer shall furnish EMD of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of Demand draft or bankers cheque drawn in favour of SBI Infra Management Solutions PVT. LTD., 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 SBIIMS or after it is accepted by the SBIIMS the 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 RBOs put together shall be considered for the purpose) in the form of DD/PO drawn on any scheduled Bank (EMD will be returned on receipt of ISD) and 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/SBIIMS's approved format valid for 5 years. The Bank guarantee shall be released only after completion of warranty period of 5-years provided no complaint is received in the Signage or the defects has been rectified by replacing the Clear Cast Film/LED etc. 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.

## 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 Vendor 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 of the Bank to be communicated through SBIIMS The SBIIMS at the direction of the Bank from time to time issue further drawings and / or written instructions, detailed directions and explanations which are hereafter collectively referred to as 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 should be brought to the notice of SBIIMS /SBI immediately. The removal from the site of any material brought thereon by the Vendor 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 SBIIMS/SBI shall issue a letter of acceptance directly by registered post or otherwise depositing at the office of the Vendor 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 SBIIMS/SBI and the Vendor.



ii) **Contract Agreement:**

On receipt of intimation of the acceptance of tender from the SBIIMS / SBI the successful tenderer shall be bound to implement the contract and within ten 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 SBIIMS / SBI are the properties of the SBIIMS/SBI. They are not to be used on other work.

7.0 **Detailed drawings and instructions:**

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

The work shall be executed in conformity therewith and the Vendor prepare a detailed program schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBIIMS 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 Vendors.

8.0 **Liquidated damages:**

If the Vendor fails to maintain the required progress in terms of relevant clause under General Conditions of Contract (GCC) 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/SBIIMS on account of such breach to pay a liquidated damages at the rate of 0.50% of the contract value subject to a maximum of 5% of the contract value.

9.0 **Materials, Appliances and Employees**

Unless or otherwise specified the Vendor 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 Vendor 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 SBIIMS /SBI 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 Vendor at his own expenses. The Vendor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the Vendor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBIIMS/SBI in writing. If the Vendor 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/SBIIMS any legal actions arising there from.

#### 11.0 **Setting out Work:**

The Vendor 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 SBIIMS/SBI 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 SBIIMS/SBI, the Vendor shall be responsible for the same and shall his own expenses rectify such error, if so, required to satisfaction of the SBI/SBIIMS

#### 12.0 **Protection of works and property:**

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

He shall take adequate care and steps for protection of the adjacent properties. The Vendor 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 Vendor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the Vendor and the SBIIMS and the original policy may be lodged with the SBIIMS

#### 13.0 **Inspection of work:**

The SBIIMS / SBI 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 Vendor shall give every facility to the SBIIMS/SBI and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBIIMS/ SBI 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 Vendor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share thereof or interest therein without the written consent of the SBIIMS/SBI and no undertaking shall relieve the Vendor from the responsibility of the Vendor 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 as described in the contract/BOQ and in accordance with SBIIMS/SBI's instructions and shall be subject from time to time to such tests as the SBIIMS may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The Vendor 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 SBIIMS/SBI.

##### ii) **Samples**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the Vendor 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 SBIIMS/SBI. Before submitting the sample / literature the Vendor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specifications. Only when the samples are approved in writing by SBIIMS/SBI the Vendor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by SBIIMS/SBI for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. SBIIMS/SBI 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 Vendor.

##### iii) **Cost of tests**

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

#### 16.0 **Obtaining information related to execution of work**

No claim by the Vendor 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 Vendor's superintendence**

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

#### **18.0 Quantities**

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent.

#### **19.0 Works to be measured**

SBIIMS/SBI may from time to time intimate to the Vendor that the work is required to be measured and the Vendor shall forthwith attend or send a qualified representative to assist the SBIIMS/SBI 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 SBIIMS/SBI shall take measurements with the Vendor's representative and the measurements shall be entered in the measurement book. The Vendor 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 should the Vendor not attend or neglect or omit to depute his representative to take measurements the measurements recorded by the representative of the SBIIMS/SBI 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 SBIIMS/SBI vitiates the contract. In case the SBIIMS /SBI thinks proper at any stage 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 SBIIMS/SBI shall give notice thereof in writing to the Vendor 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 notice but the Vendor 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 SBIIMS/SBI and the value of such extras, alterations, additions or omissions shall in all cases be determined by the SBIIMS/SBI 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 Item shall be allowed unless it shall have been executed under the authority of the SBIIMS 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 Vendor shall within 7 days of the receipt of the letter of acceptance inform the SBIIMS/SBI 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 SBIIMS/SBI shall fix such rate or prices as in the circumstances in its opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the Vendor 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 SBIIMS/SBI) 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 Vendor 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, Vendor'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 one months of the virtual completion of the work.

## 23.0 Virtual Completion Certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the SBIIMS/SBI, the Vendor shall apply to SBIIMS/SBI for completion certificate.



Upon the satisfactory fulfillment by the Vendor as stated above, the Vendor is entitled to apply to the SBI/SBIIMS of satisfactory completion of work. Relative to which the completion certificate has been sought, the SBI/SBIIMS 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/SBIIMS's rights and Vendor liabilities under the contract including the Vendor'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/SBIIMS against the Vendor in respect of or work at the site and in respect of which the VCC has been issued.

#### **24.0 Insurance of works**

24.1 Without limiting his obligations and responsibilities under the contract the Vendor shall insure in the joint names of the SBI/SBIIMS and the Vendor 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/SBIIMS and Vendor are covered for the period stipulated in clause 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the Vendor 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.
- c) Such insurance shall be affected with an insurer and in terms approved by the SBI/SBIIMS which approval shall not be unreasonably withheld and the Vendor shall whenever have required produce to the SBI/SBIIMS the policy of insurance and the receipts for payment of the current premiums.

#### **25.0 Damage to persons and property**

The Vendor shall, except if and so far as the contract provides otherwise indemnify the SBI/SBIIMS 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/SBIIMS 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/SBIIMS their agents, employees or other Vendors not being employed by the Vendor 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 Vendor, 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/SBIIMS, their employees, or agents or other employees, or agents or other Vendors for the damage or injury.

#### **26.0 Vendor to indemnify SBI/SBIIMS**

The Vendor shall indemnify the SBI/SBIIMS against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25 of this clause.

#### **27.0 Vendor's superintendence**

The Vendor shall fully indemnify and keep indemnified the SBI/SBIIMS 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/SBIIMS in respect of such matters as aforesaid the Vendor shall be immediately notified thereof and the Vendor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the Vendor shall not be liable to indemnify the SBI/SBIIMS 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 SBIIMS/SBI in this behalf.

#### **28.0 Third Party Insurance**

- 28.1 Before commencing the execution of the work the Vendor 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/SBIIMS, or to any person, including any employee of the SBI/SBIIMS, 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.

#### **28.2 Minimum amount of Third Party Insurance**

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

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



## 29.0 Accident or Injury to workman:

- i. The SBI/SBIIMS 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 Vendor or any sub-Vendor, save and except an accident or injury resulting from any act or default of the SBI/SBIIMS or their agents, or employees. The Vendor shall indemnify and keep indemnified SBI/SBIIMS 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.

- ii. **Insurance against accidents etc. to workmen**

The Vendor shall insure against such liability with an insurer approved by the SBI/SBIIMS 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-Vendor the Vendor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-Vendor shall have insured against the liability in respect of such persons in such manner that SBI/SBIIMS is indemnified under the policy but the Vendor shall require such sub-Vendor to produce to the SBI/SBIIMS when such policy of insurance and the receipt for the payment of the current premium.

- iii. **Remedy on Vendor's failure to insure**

If the Vendor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI/SBIIMS 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/SBIIMS as aforesaid from any amount due or which may become due to the Vendor, or recover the same as debt from the Vendor.

- iv. Without prejudice to the others rights of the SBI/SBIIMS against Vendors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the Vendor the amount of any damages costs, charges, and other expenses paid by the SBI/SBIIMS and which are payable by the Vendors under this clause. The Vendor 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 Vendor and the Vendor 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.

## 30.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date of execution of agreement with Circles SBI/SBIIMS.



### 31.0 Time for completion

Time is essence of the contract and shall be strictly observed by the Vendor. The entire work shall be completed within a period of 1 (One) months from the date of commencement.

### 32.0 Extension of time

If, the work be delayed for reasons beyond the control of the Vendor, the Vendor may submit a recommendation to the SBI/SBIIMS to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the Vendor 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 Vendor shall apply to the SBIIMS in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if any, for the delays in the prescribed format for granting extension of time. While granting extension of time the Vendor 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 8.0 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.

### 33.0 Rate of progress

Whole of the materials, plant and labour to be provided by the Vendor 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 SBI/SBIIMS Should the rate of progress of the work or any part thereof be at any time be in the opinion the SBI/SBIIMS too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion, the SBI/SBIIMS shall thereupon take such steps as considered necessary to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the SBI/SBIIMS neither shall relieve the Vendor from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

### 34.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall, as herein provided, be carried on during the night or on holidays without the permission in writing of the SBI/SBIIMS, except 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 Vendor shall immediately advise the SBI/SBIIMS 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 SBI/SBIIMS at no extra cost.

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



### 35.0 **No compensation or restrictions of work**

If at any time after acceptance of the tender, SBI/SBIIMS 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. SBI/SBIIMS shall give notice in writing to that effect to the Vendor and the Vendor shall act accordingly in the matter. The Vendor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the Vendor shall be paid the charges on the cartage of only materials actually and bona-fide brought to the site of the work by the Vendor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the Vendor, provided however that the SBI/SBIIMS 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/SBIIMS stores and returned by the Vendor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the Vendor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the Vendor and in this respect the decision of Architect / consultant shall be final.

### 36.0 **Suspension of work**

- i) The Vendor shall, on receipt of the order in writing of SBI/SBIIMS (whose decision shall be final and binding on the Vendor) suspend the progress of works or any part thereof for such time and in such manner as SBI/SBIIMS 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 Vendor, or
  - b) For proper execution of the works or part thereof for reasons other than the default the Vendor, or
  - c) For safety of the works or part thereof.

The Vendor shall, during such suspension, properly protect and secure the works the extent necessary and carry out the instructions given in that behalf by the SBIIMS

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

The Vendor 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.

### 37.0 **Action when the whole security deposit is forfeited**

In any case in which under any clause or clauses of this contract, the Vendor shall have rendered himself liable to pay compensation amounting to the whole of his security



deposit the SBI/SBIIMS shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI/SBIIMS:

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

### **38.0 Owner's right to terminate the contract**

If the Vendor 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 SBI/SBIIMS that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the SBI/SBIIMS

Or if the Vendor (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 Vendor.

Or shall assign or sublet this contract without the consent in writing of the SBI/SBIIMS or shall charge or encumber this contract or any payment due to which may become due to the Vendor 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/SBIIMS 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/SBIIMS that the said materials were condemned and rejected by the SBI/SBIIMS 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 contactor for seven days after written notice shall have been given to the Vendor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI/SBIIMS to the contrary subject any part of the contract.*

Then and in any of said cases the SBI/SBIIMS may not withstanding any previous waiver, after giving seven days' notice in writing to the Vendor, determine the contract, but without thereby affecting the powers of the SBI/SBIIMS or the obligation and liabilities of the Vendor 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 Vendor. And, further the SBI/SBIIMS or their employees may enter upon and take possession of the work and all plants, took scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other Vendors or persons to the work and the Vendor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Vendor 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 to the SBI/SBIIMS a notice in writing will be given to the Vendor to remove his surplus materials and plants and should the Vendor fail to do so within 14 days after receive thereof by him the SBI/SBIIMS sell the same by publication, and after due publication, and shall, adjust the amount realized by such auction. The Vendor shall have no right to question any of the act of the SBI/SBIIMS incidental to the sale of the materials etc.

### 39.0 **Certificate of payment**

After successful completion of work, the Vendor shall prepare separate bills for each branch/office/ATM/site and submit the branch-wise Tax Invoices/Bills along with specified 5 years warranty Cards for each Signage at Bank's respective Regional Business Office (RBO) along with a certificate/acknowledgement certifying completion of work by the Branch head or their authorized representative.

The Regional Manager, of the concerned RBO shall arrange to ensure online payment of Invoices/ Bills at RBO level directly in the bidders account within 7 to 10 days from the date of receipt of all of the following, namely: (i) Tax Invoice/Bills (ii) Work completion certificate issued by the Branch/Office (iii) 5 years warranty Cards duly signed by the



Vendor, OEM (Original Equipment Manufacturer)'s authorized signatory for Cast Clear Filmand LEDs.

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

The SBI/SBIIMS shall recover the statutory recoveries viz. TDS, retention and other dues, if any, as per contractual provisions.

The SBI/SBIIMS shall have power to withhold the payment if the work or part thereof is not carried out to their satisfaction.

#### 40.0 **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:

- i) If the Vendor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the authorized person of SBI/SBIIMS or in case the Vendor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Vendor shall forthwith give notice in writing of his claim, or dispute to the AGM (P&E) of the respective Circle/Vice President, SBIIMS, of respective Circle Office, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Vendor shall not be entitled to raise any claim nor shall the SBI/SBIIMS be in any way liable in respect of any claim by the Vendor unless notice of such claim shall have been given by the Vendor to the AGM (P&E) of respective Circle/Vice President, SBIIMS, of respective Circle Office, in the manner and within the time as aforesaid. The Vendor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the respective Circle/Vice President, SBIIMS, of respective Circle Office, in writing in the manner and within the time aforesaid.
  
- ii) The Circle/Vice President, SBIIMS, of respective Circle Office, shall give his decision in writing on the claims notified by the Vendor. The Vendor may within 30 days of the receipt of the decision of the Circle/Vice President, SBIIMS of respective Circle Office, submit his claims to the conciliating authority namely the Circle Development Officer of respective Circle /Chief Operating Officer of SBIIMS, Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai. for conciliation along with all details and copies of correspondence exchanged between him and the SBIIMS



- iii) If the conciliation proceedings are terminated without settlement of the disputes, the Vendor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/Managing Director & CEO of SBI/State Bank of India for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the Vendor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the Vendor as aforesaid and all claims of the SBI/SBI/State Bank of India shall be referred for adjudication through arbitration to the Sole Arbitrator appointed by Chief General Manager/Managing Director & CEO and who will be an officer not less than the rank of Deputy General Manager of SBI/SBI/State Bank of India. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager/Managing Director & CEO of the SBI/State Bank of India. Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

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

It is also a term of this contract that no person other than a person appointed by such Chief General Manager/Managing Director & CEO of the SBI/State Bank of India 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 the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The Cost of the reference and of the award shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

#### 41.0 **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 SBI/SBI/State Bank of India shall be final and binding on the corrector.

#### 42.0 **Force Majeure**

- 42.1 Neither Vendor nor SBI/SBI/State Bank of India 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.

- 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 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 mutually decide regarding the future execution of this agreement.

**43.0 Local laws, Acts Regulations:**

The Vendor shall strictly adhere to all prevailing labour laws including the contract labour (regulation and abolition act of 1970) and other safety regulations. The Vendors 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.

**44.0 Accidents**

The Vendor 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 Vendor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.



## **SPECIAL CONDITION OF CONTRACT**

1. The Technical Bid should contain the following: -
  - a. Technical Bid duly signed and sealed on each page.
  - b. Banker's Cheque/Demand Draft of Earnest Money deposit.
  - c. Banker's Cheque/Demand Draft towards cost of tender document cum tender processing fee.
  - d. The original "Project Specific Authorization Certificate" issued by the Bank's approved Principle Manufacturer of Cast Clear Film i.e. 3M/AVERY DENNISON only (in the enclosed prescribed format of SBIIMS) certifying that the tenderer is an Authorized Converter/Agency of their Company for last more than 7 years and they have been specifically authorized by them (i.e. OEM) to participate in the bidding process of SBIIMS for New Signage of SBI, across India. Such certificate should not have been issued prior to 30<sup>th</sup> September, 2019.
  - e. Principle manufacturer's confirmation on their Letter Head, in original, stating that the vendor/solution provider will be issued specified warranty certificates (MCS/ICS or as applicable) as per details mentioned in this tender.
  - f. An undertaking from the Bank's approved OEM (of Cast Clear Film i.e. 3M/Avery Dennison, in original, to the effect that in case their Authorised Agency/Converter is not able to perform contractual obligations for the project during the contract period, the Original Manufacturer shall own full responsibility to comply all contractual obligations relating the captioned work of SBI/SBIIMS at their own (i.e. OEMs') risk cost and consequences.

The online technical bid not accompanied by abovementioned any one or more documents shall be treated as non-responsive bid and the same shall be summarily disqualified. Moreover, such bidders shall not be allowed to participate in the submission of online Indicative Price bidding followed by the E-reverse auction. No correspondence shall be entertained in this regard.

### **2. Site Survey**

The successful bidder(s) shall be required to carry out necessary site survey at each and every branch/office/ATMs of the SBI under the specified Circles of SBI Pan India at their own cost to ascertain the size of existing Signage, size of proposed New Signage in consultation with the respective Branch/Office, Correct spelling of Branch Names to be displayed on the signage, Number and order of languages to be displayed, source of power supply, site conditions, height and location of signage and other such prevailing site conditions governing the cost.

### **3. Taxes, duties, levies etc.:**

The rates quoted shall be inclusive of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works but excluding GST which shall be payable over and above the approved rates as per actual. Variation of taxes, duties, fees, levies etc. (excluding GST) if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account in any case will 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 Vendor. **GST will however be paid by the SBI as applicable.**

4. The Vendor shall study the schedule of items, technical specifications, drawings, design, etc. for its sufficiency considering all the regulations of local authorities and supply company and code of standard as applicable at the time of submitting the tender and shall bring to the notice of bank, addition or deletion, if any, in writing before due date of submission of tender.
5. **Acceptance of tender**  
The SBI/SBIIMS 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/SBIIMS However adequate transparency would be maintained by the SBI/SBIIMS



## **TECHNICAL SPECIFICATIONS**

- 1) Material shall be of approved quality and Make specified in the tender.
- 2) Samples of all materials to be used in the Signage shall be got approved along with prototype before proceeding with the work and the approved sample shall be deposited with the SBI/SBIIMS
- 3) If directed, materials shall be tested in any approved Testing Laboratory and the test certificates in original shall be testing including charges for repeated tests, if ordered, shall be borne by the Vendor.
- 4) It shall be obligatory for the Vendor to furnish certificate, if deemed by the SBI/SBIIMS from manufacturer or the material supplier that the work has been carried out by using their material and as per their recommendations.
- 5) All materials supplied by the Employer / any other Specialist Firms shall be properly stored and the Vendor shall be responsible for its safe custody until they are required on the works and till the completion of the work.
- 6) Unless otherwise shown on the Drawings or mentioned in the "Schedule of Quantities" or special specification, the quality of materials, workmanship, dimensions, etc., shall be as specified as hereunder.

### **(A) SCAFFOLDING:**

The scope of work shall include necessary scaffolding at all levels, heights and locations.

### **(B) WARRANTY:**

- a) Every Vendor shall provide a comprehensive unconditional 5 years warranty (for CAST CLEAR FILM and LED) for each and every signage executed/supplied by them clearly mentioning therein (i) Size of Signage (ii) Type: Back lit/Front-lit (iii) Quality and Make of Cast Clear Film and LED with power supply (Model no. to be specified) (iv) Date of installation (v) Warranty period (vi) Location/City with complete address (vii) Photograph of the Signage.
- b) The warranty shall be for complete signage. The warranty should cover all basic material used to manufacture the signage including LEDs and Power supply, fabrication and erection.
- c) The warranty should be applicable for Indian weather and dust conditions without any sub clauses for high traffic areas / high pollution areas / high temperature areas etc.
- d) The warranty should provide for 100% replacement of the signage including processing, labour, fixing charges, transportation, loading/unloading etc. against any failure/defects/deficiency during the entire warranty period.
- e) The warranty certificate should incorporate actual photograph of the signage supplied by the vendor together with the details of site, quality and specifications of material used as per format approved by the Bank. The warranty certificate



shall be signed by the Vendor as well as authorized representative from the Principal manufacturer of the Cast Clear Film.

- f) Separate 5-year warranty certificate to be furnished from OEM for LEDs (including Power supply) for each Signage as per approved brand only.
- g) The warranty claim would not be settled on pro-rata basis.
- h) In addition to Warranty certificates, the vendor will have to submit performance guarantee in the form of FDR or Bank Guarantee as per format approved by the SBI/SBIIMS, equivalent to 5% of the estimated contract sum/Final Bill value with the respective Circles of SBI (i.e. Local Head Office) which will subsequently be converted into security deposit after completion of the job. The said security cover shall be retained by the bank for a period of 5 years warranty period for due fulfillment of contract.
- i) The final bill of the vendor would be cleared only after submission of warranty certificates/documents including Bank guarantee.
- j) The solution provider should submit the authorization certificate from the Principle manufacturer clarifying that the solution provider will be issued warranty certificates for each and every signage executed/supplied by them.

**(C) MODE OF MEASUREMENTS:**

Front fascia of the Signage shall be measured wherever entire board is being provided / replaced. For all other items unit of measurements shall be same as per enclosed bill of quantity/schedule of rates.

**(D) DOCUMENTS TO BE SUBMITTED BY THE VENDOR:**

a) PRE-REPLACEMENT WORK

- Photograph of the original signboards and photograph of the signboard after completion of the work.
- Site Survey report clearly mentioning measurements of the Board, scope of work duly certified by the Branch Manager.
- Cost estimation sheet based on approved rates.

b) ON COMPLETION OF JOB

- Site completion certificate duly signed by the Branch Manager or any other Bank's Officer authorized by him.
- 5 Years MCS/ICS Warranty certificate for Cast Clear Film from OEM.
- 5 Years Warranty Certificate from OEM for LEDs and Power supply.
- Tax Invoice

**(E) PAYMENT TERMS:**

After successful completion of work, the Vendor shall prepare separate bills for each branch/office/ATM/site and submit the branch-wise Tax Invoices/Bills along with





specified 5 years warranty Cards for each Signage at Bank's respective Regional Business Office (RBO) along-with a certificate/acknowledgement certifying completion of work by the Branch head or their authorized representative.

The Regional Manager, of the concerned RBO shall arrange to ensure online payment of Invoices/ Bills at RBO level directly in the bidders account within 15 working days from the date of receipt of all of the following namely:(i) Tax Invoice/Bills (ii) Work completion certificate issued by the Branch/Office (iii) 5 years warranty Cards duly signed by the Vendor, OEM's authorized signatory for Cast Clear Film and LEDs.

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

The SBI/SBIIMS shall recover the statutory recoveries viz. TDS, retention and other dues, if any, as per contractual provisions

**(F) OTHER IMPORTANT INSTRUCTIONS:**

- After the change of signage fascia, the vendor should ensure that the vinyl of old signage is completely peeled off and destroyed.
- Wherever any electrical fitting/fixture of existing board is replaced, the old/faulty fitting/fixture should be deposited with the branch officials against acknowledgement.

**(G)** The Vendor should submit these terms & conditions, technical specification etc. duly signed as a token of acceptance, along with their tender, failure to which their tender is liable for rejection without any notice, which please note.

**(H) 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. Those engaged in welding works shall be provided with welders' protective eye shield and gloves.
6. No paint containing lead or lead products shall be used except in the form of paste readymade paint.



7. 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.
8. Hoisting machines and tackle used in the works including their attachments anchor and supports shall be in perfect condition.
9. 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.



## **ARTICLES OF AGREEMENT**

This MEMORANDUM OF AGREEMENT is made at ----- on ----- day of -----  
-----2019 between State Bank of India, a body corporate constituted under State Bank of India  
Act, 1955 having its Corporate Centre at Mumbai and one of its Local Head Office at -----  
-----, represented by its Asst General Manager ---- Shri/Smt. ----- which  
expression shall include his successors, assignees in office (herein after called the “Employer”)  
on ONE PART and

M/s -----, a company incorporated under the provisions of the  
Companies Act and having its registered office at -----  
-----, represented by Shri/Smt.-----  
- ( designation) who is authorized to enter into this agreement by virtue of its Board of Directors  
Resolution dated ----- , which expression shall include his successors, assignees in  
office ( herein after called the “ the Vendor”) on the other part.

AND WHEREAS the Employer has an intention of engaging a signage solution provider for  
supply and installation of Bank’s new signage/replacement of existing signage for Branches/  
Officers/ATMs located at specified Rural Centers/cities/towns and other places within the  
jurisdiction of LHO and within the State of ----- as per the scope of work and other  
documents attached to the tender.

AND WHEREAS the Vendor and other submitted the tenders to SBIIMS at Mumbai and they  
have floated tenders and selected and allotted 3 vendors to ----- Circle out of which  
the above Vendor is one of the selected party. The SBIIMS has advised ----- LHO  
to execute the agreement with the Vendors. Accordingly, the above Employer has awarded the  
contract relating to supply and installation of Bank’s new signage/replacement of existing  
signage for Branches/Offices/ATMs located at specified Rural Centers and other places within  
----- Circle/----- State as per the scope of work attached to the Tender  
Documents to the Vendor.

AND WHEREAS both the parties to this agreement are desirous of recording the terms and  
conditions upon which the said services are to be rendered by the Vendor.

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 Vendor/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 Vendor/Contractor the said Contract amount or such other  
sum as shall be come payable, at the times and in the manner specified in the said  
conditions.



- 3) The said conditions and appendix attached to tender document 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 obligations under the agreement on their part respectively in the said conditions contained.
- 4) The plans, agreements and documents mentioned herein shall form the basis of this contract.
- 5) The Vendor/Contractor is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work as per enclosed schedule of items and to be paid for according to actual measure quantities at the rates contained in the Schedule of Quantities or as provided in the said conditions and approved by the SBIIMS
- 6) The Vendor/Contractor shall afford every reasonable facility for carrying out of all works relating to Signage 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.
- 7) The Employer 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 the contract.
- 8) Time shall be considered as the essence of this contract and the Vendor/Contractor hereby agrees to commence the work immediately after the date of issue of formal work order as provided for in the said conditions and execution of Circle specific agreement (format to be shared at appropriate time) whichever is later and to complete the entire work within 6 months subject to nevertheless the provisions for extension of time, contained at Para 32.0 of the General Conditions of Contract.
- 9) All payments by the Employer under this contract will be made only at RBO level of the respective Administrative Offices of State Bank of India within the Circle.
- 10) All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at ----- and only the courts in ----- shall have jurisdiction to determine the same.
- 11) That all the parts of this Contract have been read by the Vendor/Contractor and fully understood by the Vendor/Contractor.

IN WITNESS WHEREOF THE EMPLOYER and the Vendor/Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.



For State Bank of India Local Head Office (Employer)

(Name-----)

Designation-----

Signed and delivered by the

M/s ----- (Vendor/Contractor)

By Sri/Smt. -----

(Designation-----) (Company seal is to be affixed)

In the presence of:

1) Sri/Smt. -----

2) Sri/Smt. -----

Address-----

Address-----



## **SAMPLE BUISNESS RULE DOCUMENT**

### **BUISNESS RULE DOCUMENT OF ONLINE E-TENDERING FROM SBIIMS PVT.LTD'S PRE-QUALIFIED BIDDERS FOR SUPPLY AND INSTALLATION OF SBI ATM LOLLIPOP SIGNAGE**

#### **(A) Business rules for E-tendering:**

1. Only empaneled contractors with SBIIMS under appropriate category who are invited by the project Architect/SBIIMS shall only be eligible to participate.
2. SBIIMS will engage the services of M/s. e-Procurement Technologies Ltd., Ahmedabad (ETL) as e-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering / reverse auction, SBIIMS will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, 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. E-tendering / reverse auction will be conducted on schedule date & time.
7. At the end of e-tendering / reverse auction event, the lowest bidder value will be known on the network.
8. The lowest bidder has to send price confirmation (in the presented format) through email on case-to-case basis to SBIIMS through service provider within 24 hours of e-reverse auction without fail.
9. In case SBIIMS decides not to go for e-tendering procedure for this tender enquiry, the price bids and price impacts, if any, already submitted and available with SBIIMS in the form of "Indicative Price Bid" shall be opened as per SBIIMS standard practice to determine the successful bidder.
10. **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.**
11. The SBIIMS or its Service Provider may decide within its sole discretion, to go for e-reverse auction, for various Circles either simultaneously or independently.

#### **(B) Terms & conditions of E-tendering:**

SBIIMS shall finalize the Tender through e-tendering mode for which M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) has been engaged by SBIIMS 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 and reverse auction (if any) shall be conducted by SBIIMS through M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL), 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.
2. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.
3. 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 / reverse auction successfully.
4. Failure of power at the premises of Contractors during the e-tendering / reverse auction cannot be the cause for not participating in the e-tendering / reverse auction. On account of this the time for the e-tendering / reverse auction cannot be extended and SBIIMS is not responsible for such eventualities.
5. M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL), 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.
6. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online e-tendering.
7. BID PRICE: The Bidder has to quote "Per unit Rate" strictly in accordance with the Tender Document provided by SBIIMS.
8. 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.
9. At the end of the E-tendering / reverse auction, bidder should provide the price confirmation letter and a detail break up for his lowest offer within 24 hours of closing of E-tendering / reverse auction as per the Annexure – 'II'.
10. PROCEDURE OF E-TENDERING:
  - i. Online E-tendering:
    - Online e-tendering is open to the empaneled bidders who receive NIT from the SBIIMS and qualified for participating in the price bidding as provisions mentioned hereinabove through SBIIMS approved Service Provider.
    - The bidders qualifying in the Technical Bid shall only be allowed to participate in the online indicative bidding process.
    - 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.



- 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.
- It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
- The perspective bidders are advised not to wait till the last minute to upload their indicative price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure etc.
- Failure in uploading indicative price bid by the bidders till stipulated time and date for any reason, whatsoever, will disqualify them for participating in the e-reverse auction process and no claim / correspondence shall be entertained by the SBIIMS in this regard.

11. If no bid is received within the specified date & time, the SBIIMS may within its sole discretion, decide to:

- Extend the date of e-tendering or
- Scrap the e-tendering process and proceed with the conventional mode of tendering based on the indicative price bids received or
- Proceed with fresh tendering by any mode of tendering.

12. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) The Bidders are requested to change the Password after the receipt of initial Password from M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

13. 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 within the stipulated time for any reason whatsoever, the SBIIMS shall at liberty to cancel their tender at any stage of work and shall forfeit their EMD and Initial Security deposit besides taking further necessary action as deemed fit including (i) Recovery of Liquidated damages for the delay beyond stipulated date from the Vendor's dues (ii) To de-panel such Vendors from the approved list/panel for the project (iii) To debar them from participating in future tenders of SBIIMS/SBI across India.

14. PROCESS TO DECIDE THE WINNER I.E. L-1 BIDDER:

At the end of the E-tendering, SBIIMS will decide upon the winner. SBIIMS's decision on award of Contract shall be final and binding to all the Bidders.

15. As mentioned in Clause A-9, under Business Rules for E-tendering & reverse Auction the lowest bidder shall be bound to send price confirmation (in the prescribed format typed on the Letter Head of the Bidder duly scanned) through email (followed by original hard copy) on case-to-case basis to SBIIMS through Service Provider within 24 hours of E-Reverse Auction without fail.





16. SBIIMS shall be at liberty to cancel the E-tendering / reverse auction process at any time, before ordering, without assigning any reason and no claim for compensation on this account shall be entertained in this regard.
17. SBIIMS shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
18. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
19. Bidders are required to submit their acceptance to the terms / conditions / modalities in respect of Technical bid, Indicative Price Bid and E-reverse Auction Process mentioned above before participating in the e-tendering.
20. SBIIMS / SBI shall be at liberty to allot the work to L-1, L-2 & L-3 bidders at quoted/finalized rates of L-1 bidder in the proportion of 50:30:20 provided L-2 and L-3 agree to submit their written concurrence to execute the work within specified timeline on L-1 quoted rates.
21. In case, on written by the SBIIMS, the L-2 or L-3 bidder (or both) do not submit their written concurrence regarding their willingness to execute the work at L-1 bidder's approved rates by the stipulated date or deny for the same, the SBIIMS may consider inviting next lowest bidders i.e. L-4, L-5, L-6 and so on for the purpose within its sole discretion and not further claim/correspondence shall be entertained in this regard.
22. In case, any of the bidder (L-1/L-2/L-3 etc.) bidder either do not commence the work within the stipulated period or back out from the project at any stage, the SBIIMS will be at liberty to entrust the work in the same proportion to next lower bidder(s) on L-1 approved rate. Also, in the event of next lowest vendors not ready to match L-1 price, leaving only two bidder, the SBIIMS will distribute the work in equal proportion or the entire work can also be allotted to only L-1 bidder.
23. In the eventuality of 3 or more bidders have logged in but only 2 bidders have participated in the reverse bidding process the SBIIMS may consider awarding entire work either to L-1 bidder or to distribute amongst both the bidders in 50:50 proportion within its sole discretion.
24. The successful bidders shall, within 10 days from the date of receipt of Letter of work Order from the SBIIMS, liable/have to enter into separate "Circle wise" agreement in the prescribed format with respective Circles of SBI to conclude the contractual formalities. 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.
25. OTHER TERMS & CONDITIONS:
  - SBIIMS shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
  - SBIIMS shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.



- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS to any other party.
- SBIIMS decision on award of Contract shall be final and binding on all the Bidders.
- SBIIMS reserve their rights to extend, reschedule or cancel any E-tendering / reverse auction within its sole discretion.
- SBIIMS or its authorized service provider M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBIIMS or its authorized service provider M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBIIMS or its authorized service M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL).
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**



**ANNEXURE- 'I'**

**(C)** The List of Items to be procured along with the Bill of Quantities and the E-tendering Start date & Time and Close date & Time is as follows:

Item	Quantity	Opening date & Time	Closing Date & Time
SUPPLY AND INSTALLATION OF SBI ATM LOLLIPOP SIGNAGE	As per price bid	As above	As above



**(ANNEXURE – 'II')**

**(D) PROCESS COMPLIANCE STATEMENT**

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

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

Dear Sir,

**AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR SUPPLY AND INSTALLATION OF SBI ATM LOLLIPOP SIGNAGE**

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of Biomass well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that Swimland M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.
- 5) We 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 within 24 hours of the completion of the e-tendering and the format as requested by SBIIMS / M/s. E-Procurement Technologies Ltd. (Auction Tiger).
- 7) We, hereby confirm that we will honor the Bids placed by us during the E-tendering process.

With regards,

Signature of Authorised Signatory with company seal

Date:

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send this Document on -----



**(ANNEXURE – ‘III’)**

**(E) PRICE CONFIRMATION LETTER**

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

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

**AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR SUPPLY AND INSTALLATION OF SBI ATM LOLLIPOP SIGNAGE**

E-TENDERING DATE:

Dear Sir,

We confirm that we have quoted a total sum of Rs. ----- (In words Rupees -----  
-----) as our final quote for the captioned work in the Online Price Bidding.

2. As per the laid down procedure in this tender, our Item-wise breakup of the final quote based on final price offered in the Online Price Bidding is enclosed for your perusal and record.

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

Yours sincerely,

(Signature of Authorised Signatory with seal)

Name:

Company:

Date:

Copy to: The Vice President & Circle Head, SBI Infra Management Solutions Pvt. Ltd;  
Circle Office, Mumbai: For information and record.



**(F) CONTACT INFORMATION**

<b>M/s. E-Procurement Technologies Ltd. (Auction Tiger),</b>	<b>SBI Infra Management Solutions Pvt. Ltd.,</b>
B-704 Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006, Gujarat State, India. Phone: +91-79-6813 6820 6852. Email: <a href="mailto:kanchan.k@eptl.in">kanchan.k@eptl.in</a>	Vice President & Circle Head, SBI Infra Management Solutions Pvt. Ltd; 3rd floor, Circle Office, State Bank of India, Synergy building, C-6, G-Block, Bandra -Kurla complex, Bandra East, Mumbai-400051 <a href="mailto:sbiims.mum@sbi.co.in">sbiims.mum@sbi.co.in</a>



(ANNEXURE – ‘IV’)

**DRAFT AUTHORISATION LETTER**

**(To be issued only by the OEMs approved in the RFP)**

Vice President & Circle Head,  
SBI Infra Management Solutions Pvt. Ltd;  
3rd floor, Circle Office, State Bank of India,  
Synergy building, C-6, G-Block,  
Bandra -Kurla complex,  
Bandra East, Mumbai-400051.

Dear Sir,

**SUPPLY AND INSTALLATION OF SBI ATM LOLLIPOP SIGNAGE**

We refer to RFP floated by you for the captioned project of State Bank of India regarding supply and installation of Lollipop Signage in ATM's of SBI located in Mumbai , Navi Mumbai, Thane & Raigad Districts.

2. As desired by you, we hereby authorize our Authorised Converter/Agency M/s ..... address ..... who has recently been empaneled/Prequalified by the SBIIMS for the said job, to participate in the bidding process specifically for the above-mentioned project.

3. In this connection, we hereby confirm as under:

1. M/s ..... is our authorized Converter/agency for Back-lit signage for last more than 7 years. They have been using viz. Cast Clear Film/LEDs manufactured by our company since ..... The firm is having experience of more than ..... years with us with satisfactory performance.
2. If the captioned work is awarded to our abovenamed authorized vendor, we hereby undertake to ensure that the Vendor uses Cast Clear Film/LED of our Company only as specified in the RFP of SBIIMS
3. We further undertake that we shall provide specified warranty certificates (MCS/ICS as applicable) for Cast Clear Film and LEDs with power supply) for each and every Signage as per details mentioned in this tender. All such certificates shall be jointly signed by our Authorised Signatory as well as the Vendor.
4. We also undertake that in case our abovenamed Authorised Agency/Converter is not able to perform contractual obligations for the project during the contract period, we shall own full responsibility to comply all contractual obligations relating the captioned work of SBI/SBIIMS at our own (i.e. OEMs') risk, cost and consequences.
5. We, hereby undertake to comply various provisions contained in this RFP regarding Warranty of Cast Clear Film and LEDs with power.

Yours faithfully,

(Authorised Signatory)



**SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.**

**CIRCLE OFFICE, THIRD FLOOR, STATE BANK OF INDIA, SYNERGY BUILDING, C-6, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA EAST, MUMBAI-400051**

**ONLINE TENDER FOR SUPPLY AND INSTALLATION OF SBI ATM LOLLIPOP  
SIGNAGE**

**PART – B: PRICE BID**



## SUPPLY AND INSTALLATION OF SBI ATM LOLLIPOP SIGNAGE

### PART – B: PRICE BID

Note :- 1. **Estimated number of lollipop signages would be about 450 +/- 25%**

2. The rates quoted shall be inclusive of transportation, delivery, installation & erection at site, testing charges, etc. Only GST will be paid extra.

DESCRIPTION	RATE	UNIT						
<p>Supply and Installation of Double Side Lollypop / Flange Signage for ATMs located at various places in Mumbai, Navi Mumbai, Thane &amp; Raigad districts. The signages to be made of aluminium extruded channel, die bend to required shape and size with curved edges (for square or rectangular flange) moulded to shape and design as per approved drawing duly finished with 5 stages powder coating in black colour including providing 2.50mm thick translucent UV stabilised white PET-G sheet of HIPEX-E / 3A Composite / Eastman Spectar moulded to shape with thermoforming and hot-line bending process as per approved design. The rate to include pasting of 3M / Avery Dennison make cast clear film duly screen printed with approved artwork using UV ink with protective overcoat of approved make prior to thermoforming complete as per sample approved by the Bank.</p> <p>The scope of work includes providing (4nos., 6W, 24V, Rigid LED Bar 600mm long, 8000K, IP65 or equivalent LED modules with 5 years warranty from Osram / Tridonics / GE / Philips or equivalent reputed and approved brand with prior written approval from SBIIMS) including 3x 2.5 sq.mm copper circuit wiring taken directly from existing DB/ Timer and fixing the lollipop at all heights and levels with necessary tie-up arrangement/brackets/M.S. pole of 75mm dia (duly painted with two coats of enamel paint over a coat of anti-rust coating) of required height to ensure proper visibility (as per site conditions) to be erected on standalone basis over compound wall /ground level depending on site conditions with suitable foundation arrangements for providing firm support complete as directed by SBIIMS/ SBI Engineer/ Officer. The flange to be supplied with 5-year free onsite maintenance warranty for complete product against any manufacturing defects.</p> <p><b>i. Size 600 mm dia. Circle Shaped (Illustrative Drawing enclosed)</b></p> <p><b><u>Approved Colour Shade:</u></b></p> <table border="1" style="width: 100%;"><thead><tr><th style="text-align: center;">DESCRIPTION</th><th style="text-align: center;">COLOUR CODE</th></tr></thead><tbody><tr><td>Lollipop Background</td><td>Pantone 2745 C (Ink Blue)</td></tr><tr><td>SBI Round Logo</td><td>Pantone 2995 C (SBI Blue)</td></tr></tbody></table>	DESCRIPTION	COLOUR CODE	Lollipop Background	Pantone 2745 C (Ink Blue)	SBI Round Logo	Pantone 2995 C (SBI Blue)		
DESCRIPTION	COLOUR CODE							
Lollipop Background	Pantone 2745 C (Ink Blue)							
SBI Round Logo	Pantone 2995 C (SBI Blue)							
A. For ATM's in Mumbai District		No						
B. For ATM's in Navi Mumbai District		No						
C. For ATM's in Thane District		No						
D. For ATM's in Raigad District		No						

**Signature of Tenderer**

ATM Lollipop Signage

