



SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
(A Wholly Owned Subsidiary of SBI)

HEAD OFFICE-GROUND FLOOR RAHEJA CHAMBERS,
FREE PRESS JOURNAL MARG, NARIMAN POINT, MUMBAI-21

**TENDER FOR SUPPLY AND INSTALLATION OF BANK'S NEW SIGNAGE /
REPLACEMENT OF EXISTING SIGNAGES FOR BRANCHES/OFFICES/ATMs
AT SPECIFIED METRO CENTRE OF VARIOUS CIRCLES OF
STATE BANK OF INDIA, ACROSS INDIA.**

PART – A: TECHNICAL BID

TENDER SUBMITTED BY :

NAME : _____

ADDRESS : _____

DATE : _____



NOTICE INVITING TENDERS

SBIIMS Pvt. Ltd., Mumbai on behalf of SBI invites online **“Circle Wise”** per unit item rate E-tenders followed by E-reverse auction from the Pre-Qualified Vendors/Agencies for the captioned work.

The pre-qualified Vendors / Agencies who receive NIT from the SBIIMS Pvt. Ltd. are only eligible to quote this tender.

The details of tender are as under:

S.No.	Particulars	Details
1	Name of work	Supply and installation of Bank's new signage/replacement of existing signages for Branches/Offices/ATMs located at specified Metro Centre of various Circles of State Bank of India (SBI), across India
2	Nature of Work	LED back-lit Signage using specified and approved Flex & Vinyl with Cut & Paste method
3	Time allowed for completion	4 Months
4	Earnest Money Deposit	Rs.5,00,000.00 (Rupees Five Lakh Only)
5	Cost of Tender document cum Tender Processing Fee (Non-refundable)	Rs. 20,000/- (Rupees Twenty Thousand Only) (non-refundable)
6	Mode of Payment for Item No. 4 and 5 above	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.
7	Initial Security Deposit (ISD)	2% of contract amount including EMD. The successful bidder(s) shall be responsible to deposit Initial security deposit @ 2% of the Cumulative Contract Value (of the work awarded for various Circles) including EMD with SBIIMS Pvt. Ltd., HO, Mumbai by way of demand draft in favour of SBI Infra Management Solutions Pvt. Ltd., payable at Mumbai within 10 days from the date of receipt of “Letter of Intent” from SBIIMS Pvt. Ltd. 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 Pvt. Ltd. within its sole discretion but the same cannot be considered as a right of the bidder.
8	Date of issue of tender documents from the Bank's / service provider's website	
	(a) Technical Bid	28.03.2018 to 06.04.2018 from Bank's website www.sbi.co.in <Link> Procurement News



	(b) Online Indicative Price Bid (<u>only to those bidders who qualify in Technical Bid.</u>)	11.04.2018 to 16.04.2018 (12.00 Noon) at Service Provider's portal https://tenderwizard.com/
9	Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting.	At 12.00 Noon on 06.04.2018
10	Pre-Bid Meeting	At 3.00 PM on 06.04.2018 at address mentioned in point no. 13 below. (Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting)
11	Date of posting of clarifications on the Bidder's queries.	07.04.2018 (Clarifications, if any, shall be posted only on the Bank's website. No individual communication shall be provided to the Bidder).
12	Last date & time for submission of Technical bid along with EMD, Cost of tender document cum processing Fee and other documents as specified in the tender.	10.04.2018 by 1.00 P.M. Note: It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The SBIIMS Pvt. Ltd. shall not entertain bids received late due to any delay on account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever.
13	Address for submission and opening of Technical bid.	M.D.& CEO, SBI Infra Management Solutions Pvt. Ltd., Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-21.
14	Date and Time of opening of Technical Bid	10.04.2018 by 4.00 PM
15	Date and time for submission of Online Indicative Price Bid <u>by the bidders qualified in Technical Bid.</u>	16.04.2018 till 12.00 Noon. at Service Provider's portal https://tenderwizard.com/
16	Date and Time for E-reverse Auction	From 12.00 Noon on 17.04.2018 at Service Provider's portal https://tenderwizard.com/
17	Defects Liability/Warranty period	5-years from the date of installation for free replacement of Flex, Vinyl and LED for any manufacturing defect (excluding damages due to natural calamities).
18	Validity of offer	90 days from the date of opening of Price-bid.
19	Liquidated Damages	0.50% per week subject to max. 5% of contract amount for delay in completion of work.
20	Payment of Bills	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.



		<p>The payment shall be made by the RBO online in the bidders account within 15 working days from the date of receipt of all the following namely, (i) Tax Invoice/Bill (ii) Work completion certificate issued by the Branch/Office (iii) 5 years warranty Card duly signed by the Vendor i.e. OEM (Original Equipment Manufacturer)'s authorized signatory for Flex, Vinyl and LEDs.</p> <p>No advance on materials / plant / machinery or mobilization advance shall be paid in any circumstances.</p>
21	Retention Money	<p>5% of Contract Value/actual cumulative Invoice value at respective Local Head Office (LHO) level in the form of FDR/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).</p>
22	Release of Initial Security Deposit	<p>ISD including EMD shall be released to the bidders by the SBIIMS Pvt. Ltd. on receipt of written confirmation from all the Circles of SBI (whereof satisfactory completion of the work). EMD of unsuccessful bidders will be returned within 15 days.</p>
23	Distribution of work amongst L-1, L-2 and L-3 bidders	<p>SBIIMS Pvt. Ltd. shall be at liberty to allot the work Circle-wise to L-1, L-2 & 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 each Circle of SBI across India.)</p> <p>In case, on written demand by the SBIIMS Pvt. Ltd., 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 Pvt. Ltd. may consider inviting next lowest bidders for the purpose within its sole discretion and no further claim/correspondence shall be entertained in this regard.</p>

24. Tenders can be downloaded from www.sbi.co.in (link) <Procurement News>. It shall be responsibility of the Vendor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages shall be disqualified.

25. Though the technical bid may be common for the all the Circles, the SBIIMS Pvt. Ltd./SBI shall enter into Circle-wise contract based on the price bid accepted / approved by the SBIIMS Pvt. Ltd.



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

27. Conditional tenders shall be summarily rejected.

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

Yours Faithfully,

For SBI Infra Management Solutions Pvt. Ltd.



SAMPLE BUISNESS RULE DOCUMENT

BUISNESS RULE DOCUMENT OF ONLINE E-TENDERING FOLLOWED BY E-REVERSE AUCTION FROM SBIIMS PVT.LTD's PRE-QUALIFIED BIDDERS FOR SUPPLY AND INSTALLATION OF BANK'S NEW SIGNAGE/REPLACEMENT OF EXISTING SIGNAGES FOR BRANCHES/OFFICES/ATMS LOCATED AT SPECIFIED METRO CENTRE OF VARIOUS CIRCLES OF SBI, ACROSS INDIA

(A) Business rules for E- tendering:

1. For the proposed e-tendering, only SBIIMS Pvt. Ltd.'s Prequalified Vendors/Agencies/Vendors who receives Notice Inviting Tenders (NIT) from SBIIMS shall be eligible to participate.
2. SBIIMS PVT. LTD. have engaged the services of **M/s. Antares Systems Limited** as Service Provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
4. Vendors/ Agencies /Vendors have to send by email (at email ID-ramanujan.nc@antaressystems.com), the compliance form, in the prescribed format (provided by the service provider), before start of E-tendering without which the vendor will not be eligible to participate in the event.
5. E-tendering/reverse auction will be conducted on the schedule date & time.
6. At the end of E-tendering/reverse auction event, the lowest bidder value will be known on the network.
7. The lowest bidder has to send price confirmation (in the presented format) through email on case-to-case basis to SBIIMS PVT. LTD. through service provider within 24 hours of E-Reverse Auction without fail.
8. In case SBIIMS PVT. LTD. 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 PVT. LTD. in the form of "Indicative Price Bid" shall be opened as per SBIIMS PVT. LTD. standard practice to determine the successful bidder.
9. The e-tendering followed by reverse auction will be treated as closed only when the bidding process gets closed in all respects for the items listed in the tender.
10. The SBIIMS Pvt. Ltd. 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 Pvt. Ltd. shall finalize the Tender through e-tendering mode for which **M/s. Antares Systems Limited** has been engaged as an authorized Service Provider.

Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid:

1. E-tendering shall be conducted by SBIIMS Pvt. Ltd. through **M/s. Antares Systems Limited** on pre-specified date. While the vendors shall be quoting from their own offices/ place of their choice, Internet connectivity and other relevant /necessary requirements shall have to be ensured by vendors themselves.
2. In the event of failure of Internet connectivity due to any reason whatsoever, it is the sole responsibility of the bidders to ensure submission of their bid online by the stipulated time and date.
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 vendors during the E-tendering/reverse auction cannot be the cause for not participating in the E-tendering/reverse auction. Under no circumstances, whatsoever, the time for E-tendering/reverse auction shall not be extended and the SBIIMS or its Service Provider shall not responsible for such eventualities.
5. M/s. Antares Systems Limited shall arrange to train your nominated person(s), without any cost to you. They shall also explain to you or your authorized representative, 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 the Price Bid during Online E-tendering process.
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 Rates quotes 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 hour of closing of E-tendering/reverse auction as per the Annexure III & IV respectively.



10. Procedure of E-tendering:

- Online e-tendering is open to the Prequalified bidders who receive NIT from the SBIIMS.
- Interested prequalified bidders shall ensure submission of their Technical Bid along with other supporting qualification documents/Project specific Authorization Certificates from the OEMs (For Flex & Vinyl and LED) issued after the date of issue of NIT (**i.e. 28th March 2018**), Drafts of EMD and Tender Processing Fee etc. as specified in the Tender by the stipulated date and time.
- The bidders qualifying in the Technical Bid shall only be allowed to participate in the online Indicative bidding process and E-reverse Auction.
- The access to the Service Provider's portal "**https://tenderwizard.com/**" for quoting/uploading online Indicative Price Bid shall be available to the qualified bidders during the period specified in the NIT. The prospective 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 from participating in the Reverse Auction Tendering 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
- To scrap the e-tendering process and proceed with the conventional mode of tendering based on the Indicative Price Bids received or
- To proceed with fresh tendering by any mode of tendering.

12. LOG IN NAME & PASSWORD:

A bidder, allowed to participate in the online indicative bidding process and e-reverse auction shall be assigned a Unique User Name & Password by M/s. Antares Systems Limited through e-mail. The Bidders are requested to change the Password after the receipt of initial Password from **M/s. Antares Systems Limited**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

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 Pvt. Ltd./SBI across India.



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

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

Since, the SBIIMS Pvt. Ltd. propose to approve "Per Unit Rates" for various tender Items covered in the scope of work of tender, the following example will clarify the process to be followed by the SBIIMS Pvt. Ltd. in the proposed reverse auction to decide the winner i.e. L-1:

Illustrative Example:

- The per unit Indicative Price Bids shall be submitted by the various bidders in the following format:

S.No.	Item description	Quantity	Unit	Rate Per Unit (in Rupees) ***	Amount (In Rupees) ***
(1)	(2)	(3)	(4)	(5)	(6)
1	ABC	1	Sq. mt.	435.00	435.00
2	EFG	1	Sq. mt.	285.00	285.00
3	HIJK	1	Sq. mt.	100.00	100.00
4	MNOP	1	Sq. mt.	75.00	75.00
Total Tender amount (sum of Items 1 to 4) denoted by (A)					895.00

*** The prices and amount mentioned in the above table are only meant for "Illustration" and the same has no relevance to the actual Item-wise Indicative Price Bid required to be quoted by the bidders.

- The SBIIMS **Pvt. Ltd.** shall decide, within its sole discretion, the "Start Bid Price" based on the lowest online "Indicative Bid Price" received against "(A)" in the table above which may be equal to or less than the factor "A" and the "Decremental value" by which bidders shall be permitted to reduce and revise their bid, if they desire to do so.
- At the end of the reverse auction process, suppose the winner (L-1 bidder) offer their final quote against "A" (i.e. Algebraic sum under Column no. 6 in the above table) as Rs, 650.00 (denoted by "B" hereinafter), the K-Factor shall be determined as under:

$$K=(B\div A) \text{ i.e. } (650\div 895) = 0.7263$$

- The Final Items-wise rates of the L-1 bidder shall be evaluated by multiplying their Item-wise quoted rates in the Indicative Price Bid by the Factor "K" calculated as above (i.e. proportionately reducing Indicative quote for all the tender items). Accordingly, in the above illustration, the final prices of the winner shall be evaluated as under:



S.No.	Item description	Quantity	Unit	Rate Per Unit quoted in Indicative Price Bid (in Rupees)***	Factor "K"	Final Per Unit Rate (In Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (5)x(6)
1	ABC	1	Sq. mt.	435.00	0.7263	315.94
2	EFG	1	Sq. mt.	285.00	0.7263	207.00
3	HIJK	1	Sq. mt.	100.00	0.7263	72.63
4	MNOP	1	Sq. mt.	75.00	0.7263	54.47

Similarly, the L-2, L-3 and so on bidders shall be evaluated and declared.

- In case of doubt, if any, in the above process, the bidder may seek requisite clarifications during the pre-bid meeting after submitting their queries in writing within the stipulated date and time.
- 15. As mentioned in Clause A-8, 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 Pvt. Ltd. through Service Provider within 24 hours of E-Reverse Auction without fail.
- 16. SBIIMS Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. / 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.
- 21. The successful bidders shall, within 7 days from the date of receipt of Letter of work Order from the SBIIMS Pvt. Ltd., liable/have to enter into separate "Circle wise" agreement in the prescribed format with respective Circles of SBI to conclude the contractual formalities. Unless such an agreement is entered, the bidder shall not be allowed to undertake the work. Any delay in execution of agreement on the part of Vendor, beyond above mentioned period of 7 days, without any valid reasons and acceptable to SBIIMS Pvt. Ltd, will entitle the SBIIMS Pvt. Ltd. to cancel the work order and forfeit EMD & ISD of the defaulting Vendor and to award the work to next lowest bidder within its sole discretion.
- 22. 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.



23. The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS Pvt. Ltd. to any other party.
24. SBIIMS Pvt. Ltd. decision on award of Contract shall be final and binding on all the Bidders.
25. SBIIMS Pvt. Ltd. along with **M/s. Antares Systems Limited.** can decide to extend, reschedule or cancel any E-tendering.
26. SBIIMS Pvt. Ltd. or its authorised service provider shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
27. SBIIMS Pvt. Ltd. or its authorised service provider is not responsible for any damages, including damages that result from, but are not limited to negligence. **M/s. Antares Systems Limited.** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

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

(C) ANNEXURE- I - 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 Bank's new signage/replacement of existing signages for Branches/Offices/ATMs located at Bank's specified Metro Centre of various Circles of SBI across India	As per price bid	As above	As above



PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

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

M/s. Antares Systems Limited,
24, 3rd Stage, 4th Block,
Basaveshwaranagar, Bangalore- 560 079.
Tel: 080-4048 2000.
Email: ramanujan.nc@antaressystems.com

Dear Sir,

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR SUPPLY AND INSTALLATION OF BANK'S NEW SIGNAGE/REPLACEMENT OF EXISTING SIGNAGES FOR BRANCHES/OFFICES/ATMS LOCATED AT SPECIFIED METRO CENTRE OF VARIOUS CIRCLES OF SBI, ACROSS INDIA

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 SBIIMS as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBIIMS Pvt. Ltd. and **M/s. Antares Systems Limited** 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 also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure III & Annexure IV within 24 hour of the completion of the e-tendering and the format as requested by SBIIMS Pvt. Ltd. / M/s. Antares Systems Limited.
- 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 -----



(E) PRICE CONFIRMATION LETTER (ANNEXURE III)

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

To,
M/s. Antares Systems Limited,
24, 3rd Stage, 4th Block,
Basaveshwaranagar, Bangalore- 560 079.
Tel: 080-4048 2000.
Email: ramanujan.nc@antaressystems.com

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR SUPPLY AND INSTALLATION OF BANK'S NEW SIGNAGE/REPLACEMENT OF EXISTING SIGNAGES FOR BRANCHES/OFFICES/ATMS LOCATED AT SPECIFIED METRO CENTRE OF VARIOUS CIRCLES OF SBI, ACROSS INDIA

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 E-reverse Auction Process.

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 E-reverse Auction 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 Managing Director & CEO, SBIIMS Pvt. Ltd., Raheja Chambers, Nariman Point, Mumbai for information and record.



(F) PRICE BREAK UP (ANNEXURE IV)

Price Break up

As per tender document

The price breakup shall be submitted by the L-1 bidder in the following format by factoring their bid as per guidelines contained on Clause 14 on page 9 and 10 of this tender:

Item No..	Brief description of Item	Rate per unit quoted in Indicative Price Bid	Factor "K"	Final Rate
(1)	(2)	(3)	(4)	(5)=(3)x(4)



DRAFT AUTHORISATION LETTER
(To be issued only by the OEMs approved in the RFP)

The M.D.& CEO,
SBI Infra Management Solutions Pvt. Ltd.,
Ground Floor, Raheja Chambers,
Free Press Journal Marg,
Nariman Point, Mumbai-21

Dear Sir,

SUPPLY AND INSTALLATION OF BANK'S NEW SIGNAGE/REPLACEMENT OF EXISTING SIGNAGES FOR BRANCHES/OFFICES/ATMS LOCATED AT SPECIFIED METRO CENTRE OF VARIOUS CIRCLES OF SBI, ACROSS INDIA

We refer to RFP floated by you for the captioned project of State Bank of India regarding replacement of its existing old Signage with New approved Art work back-lit LED Signage at Branches/Offices/ATMs in specified Metro Centre of various circle of SBI, across India.

2. As desired by you, we hereby authorize our Authorised Converter/Agency M/s address who has recently been empaneled/Prequalified by the SBIIMS Pvt. Ltd. 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. The have been using viz. Flex/Vinyl/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 Flex/Vinyl/LED of our Company only as specified in the RFP of SBIIMS Pvt. Ltd..
3. We further undertake that we shall provide specified warranty certificates (MCS/ICS as applicable) for Flex & Vinyl 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 Pvt. Ltd. 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 Flex, Vinyl and LEDs with power.

Yours faithfully,

(Authorised Signatory)

(G) Contact Information

<u>M/s. Antares Systems Limited,</u>	SBI Infra Management Solutions Pvt. Ltd.,
# 24, 3 rd Stage, 4 th Block, Basaveshwaranagar, Bangalore- 560 079. Tel: 080-4048 2000. Email: ramanujan.nc@antaressystems.com	The MD &CEO, Head Office, SBI Infra Management Solutions Pvt. Ltd., Ground Floor, Raheja Chambers, Free Press Marg, Nariman Point, Mumbai- 400 021.



ARTICLES OF AGREEMENT

This AGREEMENT is made at on this day of between SBIIMS Pvt. Ltd., a wholly owned subsidiary of SBI, on behalf of SBI, having its Head Office at Raheja Centre, Free Press Journal Marg, Nariman Point, Mumbai-21, represented by authorized officer of SBIIMS Pvt. Ltd. (hereinafter called “the Employer”) on the one part and M/s _____ (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at _____ (hereinafter called “the Vendor”) represented by Shri who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging a signage solution provider for Supply and installation of Bank’s new signage/replacement of existing signage for Branches/Offices/ATMs located at specified Metro Centre of various Circles of SBI, across India.

AND WHEREAS the Employer had called for tenders from eligible Vendors for Supply and installation of Bank’s new signage/replacement of existing signage for Branches/Offices/ATMs located at specified Metro Centre of various Circles of SBI, across India as indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Vendor and others submitted the tenders and the 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 Metro Centre of various Circles of SBI, across India as stated in the scope of work attached to the Tender Document 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 Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
- 2) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
- 3) The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the



said Conditions and perform the Agreements on their part respectively in the said Conditions contained.

- 4) The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
- 5) This Contract 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 measured quantities at the rates contained in the Schedule of Quantities or as provided in the said Conditions and approved by the SBIIMS Pvt. Ltd.
- 6) The Contractor shall afford every reasonable facility for the 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 this Contract.
- 8) Time shall be considered as the essence of this Contract and the 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 4 months subject to nevertheless the provisions for extension of time, contained at para 32.0 of the General Condition of contract.
- 9) All payments by the Employer under this Contract will be made only at RBO level of the respective Circle/A.O. of State Bank of India
- 10) All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and only the Courts in Mumbai shall have jurisdiction to determine the same.
- 11) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

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

SIGNATURE CLAUSE

SIGNED AND DELIVERED by the

_____ By the
(Employer)



hand of Shri _____

(Name and Designation)

(Signature of Employer)

In the presence of :

1) Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)

SIGNED AND DELIVERED by the

_____ by the
(Contractor)

(Signature of Contractors)

in the presence of :

Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)



INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

Supply and installation of Bank's new signage/replacement of existing signage for Branches/Offices/ATMs located at specified Metro Centers of various Circles of SBI, across India.

1.1 Site and its location

The proposed work is to be carried out at Branches/Offices/ATMs' at specified Metro Cities/Centers of various Circles of SBI, across India viz. Ahmadabad, Bangalore, Bhopal, Chennai, Chandigarh, Delhi, Hyderabad, Jaipur, Kolkata, Lucknow, Mumbai, Patna, Amaravati, etc. The SBIIMS Pvt. Ltd. / 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/SBIIMS 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 / <https://tenderwizard.com> 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.5,00,000.00 (Rupees Five Lakhs Only) by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any Scheduled 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 less EMD by means of DD drawn in favour of SBIIMS Pvt. Ltd. Payable at Mumbai within a period of 7 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 Pvt. Ltd./SBI as Security Deposit.

7.0 **Signing of contract Documents**

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



8.0 Completion Period

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **4 (Four Months)** from the date of award of work.

9.0 Validity of tender

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

10.0 Liquidated Damages

The liquidated damages 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.

11.0 Rate and prices:

11.1 In case of item rate tender

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

11.1.2 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.

10.1.3 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** Pvt. Ltd.

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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. / 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 Pvt. Ltd.

1.1.5 ‘Drawings’ shall mean the drawings prepared and issued by SBIIMS Pvt. Ltd 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 Pvt. Ltd.

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. 5,00,000/- (Rupees Five Lakhs 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 Pvt. Ltd. or after it is accepted by the SBIIMS Pvt. Ltd. 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 Circles put together shall be considered for the purpose) including the EMD in the form of DD/PO drawn on any scheduled Bank. The 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 Flex/Vinyl/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 Pvt. Ltd. The SBIIMS Pvt. Ltd. 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 Pvt. Ltd./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 Pvt. Ltd./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 Pvt. Ltd./SBI and the Vendor.



ii) **Contract Agreement:**

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

6.0 **Ownership of drawings:**

All drawings, specifications and copies thereof furnished by the SBIIMS Pvt. Ltd / SBI are the properties of the SBIIMS Pvt. Ltd./SBI. They are not to be used on other work.

7.0 **Detailed drawings and instructions:**

The SBIIMS Pvt. Ltd./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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. /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 Pvt. Ltd./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 Pvt. Ltd. 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 Pvt. Ltd./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 Pvt. Ltd./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 Pvt. Ltd.

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 Pvt. Ltd. and the original policy may be lodged with the SBIIMS Pvt. Ltd.

13.0 **Inspection of work:**

The SBIIMS Pvt. Ltd. / 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 Pvt. Ltd./SBI and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBIIMS Pvt. Ltd./ 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 Pvt. Ltd./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 Pvt. Ltd./SBI's instructions and shall be subject from time to time to such tests as the SBIIMS Pvt. Ltd. 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 Pvt. Ltd./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 Pvt. Ltd./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 Pvt. Ltd./SBI the Vendor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by SBIIMS Pvt. Ltd./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 Pvt. Ltd./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 Pvt. Ltd./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 Pvt. Ltd./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 Pvt. Ltd./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 Pvt. Ltd./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 Pvt. Ltd./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 Pvt. Ltd./SBI vitiates the contract. In case the SBIIMS Pvt. Ltd. /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 Pvt. Ltd./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 Pvt. Ltd./SBI and the value of such extras, alterations, additions or omissions shall in all cases be determined by the SBIIMS Pvt. Ltd./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 Pvt. Ltd. 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 Pvt. Ltd./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 Pvt. Ltd./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 Pvt. Ltd./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 Pvt. Ltd./SBI, the Vendor shall apply to SBIIMS Pvt. Ltd./SBI for completion certificate.

Upon the satisfactory fulfillment by the Vendor as stated above, the Vendor is entitled to apply to the SBIIMS Pvt. Ltd./SBI of satisfactory completion of work. Relative to which the completion certificate has been sought, the SBIIMS Pvt. Ltd./SBI 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 Pvt. Ltd.'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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. which approval shall not be unreasonably withheld and the Vendor shall whenever have required produce to the SBI/SBIIMS Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd., their employees, or agents or other employees, or agents or other Vendors for the damage or injury.

26.0 Vendor to indemnify SBI/SBIIMS Pvt. Ltd.

The Vendor shall indemnify the SBI/SBIIMS Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd., or to any person, including any employee of the SBI/SBIIMS Pvt. Ltd., 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. or their agents, or employees. The Vendor shall indemnify and keep indemnified SBI/SBIIMS Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. is indemnified under the policy but the Vendor shall require such sub-Vendor to produce to the SBI/SBIIMS Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd.

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 4 calendar 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. Should the rate of progress of the work or any part thereof be at any time be in the opinion the SBI/SBIIMS Pvt. Ltd too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion, the SBI/SBIIMS Pvt. Ltd 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 Pvt. Ltd neither shall relieve the Vendor from fulfilling obligations under the contract nor he will 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 Pvt. Ltd, 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 Pvt. Ltd. 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 Pvt. Ltd. at no extra cost.

All work at night after obtaining approval from competent authorities of SBI/SBIIMS Pvt. Ltd 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd 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 Pvt. Ltd. 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 Pvt. Ltd (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 Pvt. Ltd 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 Pvt. Ltd .

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

- 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 Pvt. Ltd.
- b) To employ labour paid by the SBI/SBIIMS Pvt. Ltd. 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 Pvt. Ltd 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 Pvt. Ltd 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 Pvt. Ltd. shall final and conclusive) shall be borne by original Vendor and may be deducted if any money due to him by SBI/SBIIMS Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd 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 Pvt. Ltd that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the SBI/SBIIMS Pvt. Ltd.

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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. that the said materials were condemned and rejected by the SBI/SBIIMS Pvt. Ltd 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 Pvt. Ltd. to the contrary subject any part of the contract.*

Then and in any of said cases the SBI/SBIIMS Pvt. Ltd. may notwithstanding 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 Pvt. Ltd. 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 Pvt. Ltd. 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 was 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Flex, Vinyl and LEDs.

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

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

The SBI/SBIIMS Pvt. Ltd 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 Pvt. Ltd. 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 respective Circle/Vice President, SBIIMS Pvt. Ltd., 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 Pvt. Ltd 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 A.G.M.(P&E) of respective Circle/Vice President, SBIIMS Pvt. Ltd., 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 Pvt. Ltd., of respective Circle Office, in writing in the manner and within the time aforesaid.

- ii) The Circle/Vice President, SBIIMS Pvt. Ltd., 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 Pvt. Ltd. of respective Circle Office, submit his claims to the conciliating authority namely the Circle Development Officer of respective Circle /C.O.O. SBIIMS Pvt. Ltd., 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 Pvt. Ltd.
- 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/M.D. & C.E.O. of the SBIIMS Pvt. Ltd. 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/SBIIMS Pvt. Ltd shall be referred for adjudication through arbitration to the Sole Arbitrator appointed by the Chief General Manager/ M.D. & C.E.O. and who will be an officer not less than the rank of Deputy General Manager of SBI/SBIIMS Pvt. Ltd.. 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 /M.D. & C.E.O. of the SBIIMS Pvt. Ltd. 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/M.D. & C.E.O. of the SBIIMS Pvt. Ltd 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/SBIIMS Pvt. Ltd shall be final and binding on the corrector.

42.0 **Force Majeure**

42.1 Neither Vendor nor SBI/SBIIMS Pvt. Ltd. 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 Flex and Vinyl 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 28th March 2018.
 - 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 Flex & Vinyl 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 Pvt. Ltd.at their own (i.e. OEMs') risk cost and consequences.

The 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.

1. 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.

2. 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.**

3. 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.
4. **Acceptance of tender**
The SBI/SBIIMS Pvt. Ltd. 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 Pvt. Ltd. However adequate transparency would be maintained by the SBI/SBIIMS Pvt. Ltd.



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 Pvt. Ltd
- 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 Pvt. Ltd 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) FLEXIBLE SUBSTRATE:

- i. It shall have UV resistors added while manufacturing to prevent the whiteners turning yellow due to constant exposure to UV rays.
- ii. The flexible substrate shall be Flame retardant self-extinguishing, guaranteed for minimum 5 years to retain the white colour (i.e. against yellowing), plasticizer migration, wicking, graying, seam blow out and Mildew formation.
- iii. The flexible substrate should preferably have Meter-mark / watermark of the manufacturer on the second surface. The approved Principal Manufacturer not manufacturing/supplying Flexible Substrate with meter-mark watermark will have to assume full responsibility including specified warranty of product.
- iv. Makes: Avery Flex-I / 3M Panagraphics - III
- v. Guaranteed for Minimum 5 years

Physical Properties to be as under:

Light Transmission (Opacity)	:	24%-26%
Thickness and Weight	:	Weight 650 Gsm to 750 Gsm
Characteristics Substrate	:	Polyester scrim embedded in a white pigmented vinyl
Service Temperature Range	:	Up to -30° C to +65° C
Tensile Strength Range	:	
Tear weft (Cross Direction)	:	Minimum 15.00-15.50 Kg/cm
Tear warp (Machine Direction)	:	Minimum 19.50-20.00 Kg/cm
Tensile weft (Cross Direction)	:	Minimum 26.00-26.50 Kg/cm
Tensile warp (Machine Direction)	:	Minimum 26.00-26.50 Kg/cm



(B) GRAPHICS:

- i. Graphics shall be computer plotter cut with translucent cast vinyl matching the color specifications of the Bank for Signage.
- ii. It shall be guaranteed for 5 years against peel off, fading, shrinkage, Wrinkle, cracking and crazing.
- iii. Vinyl Makes:

S. No.	Make	Pantone 2745 C	Pantone 2995 C
1	Avery Dennison	5600LD/069B: Ink Blue	5600LD/070B: SBI Blue
2	3M	SC: 3630-7625: Ink Blue	SC:3630-8859:SBI Blue

Physical Properties to be as under:

Tensile Strength	:	0.8 – 0.9 Kg/cm at 23° C
Applied shrinkage	:	Maximum 0.40 mm
Service Temperature Range	:	Up to -30° C to +65° C
Adhesion strength	:	540 to 650 N/m
Film	:	0.05 mm Translucent Vinyl
Thickness (film with adhesive)	:	3 to 4 mil (0.08 to 0.10 mm)
Adhesive Type & colour	:	Permanent clear pressure sensitive adhesive
Liner	:	Synthetic/Poly coated liner

(C) LIGHT BOX:

- i. 7” (175mm appx.) Deep GI Box of size approved by the branch as per site conditions.
- ii. 24 Gauge Pre- coated GI Sheet for Top, Bottom and side panels.
- iii. 24 Gauge Pre-coated GI Sheet as back panel to get better reflection.
- iv. 1”X1” (25mmx25mm appx.) Square MS Pipe of 18 Gauge double frames painted with white enamel paint over a coat of anti-rust coating welded together as per approved drawing.
- v. 1”x1” (25mmx25mm app.)_Aluminum angle of 18 Gauge for edge to edge illumination.
- vi. MS Stiffeners at top and bottom of every vertical MS Pipe members to prevent deformation of the structure due to flex tensioning.
- vii. Minimum 25 mm machine molded Drip cap at top of Box.
- viii. The Bottom Panel known as access panel should be fixed with screws.
- ix. All joints to be filled with silicon to prevent water from dripping inside the box.
- x. Access door for maintenance of Power supply of LED.

(D) ELECTRICAL FIXTURES (LED Modules)

- a. Minimum 0.72 Watts
- b. >=150 degrees beam Angle
- c. Colour Temp: 8000K
- d. Minimum 70 Lumens/Module
- e. CE Certification, LM 79, LM 80, IP Test Repots.
- f. IP Rating Min IP64



- g. Warranty: 5 Years from the Principal Manufacturer of LED Modules and Power Supply
- h. 2.50 LED Modules / Sq.Ft
- i. LED Modules & Power Supply should be from the Same Principal Manufacturer
- j. Principal Manufacturing company's presence must be minimum 7 Years in India
- k. BIS Certifications
- l. LED Make: Osram /GE/Tridonic
- m. LED Brand: Osram Eco Mplus 880 / Tridonic P531/GE as per sample approved
- n. Protection Class : II
- o. Output Power :30W/60W/120W
- p. Rated Power Factor : > 0.98 (Full Load) @ 230V and >0.93 (Half Load) @ 230V
- q. Short Circuit Protection : Automatic, Reversible
- r. Over load Protection : Automatic, Reversible
- s. Over temperature protection : Automatic, Reversible
- t. Approvals : CE, EN, EC, BIS
- u. Warranty : Five Years from the Principal Manufacturer of LED Modules and Power Supply

(E) G.I. Sheets:

G.I. Sheets shall be of a gauge specified in the description of the item and shall conform to the IS:277. The sheets shall be free from cracks, spilt edges, twists, surface flaws, etc. They shall be clean bright and smooth. Galvanizing shall be uninjured and the perfect condition. The sheet shall show no sign of rust or white powdery deposits on the surface. The corrugations shall be uniform in depth and pitch and parallel.

(F) SCAFFOLDING:

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

(G) WARRANTY:

- a) Every Vendor shall provide a comprehensive unconditional 5 years warranty (for FLEX, VINYL 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 Flex, Vinyl 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 Flex/Vinyl.
- 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.

(H) MODE OF MEASUREMENTS:

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

(I) 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 Flex and Vinyl from OEM.



- 5 Years Warranty Certificate from OEM for LEDs and Power supply.
- Tax Invoice

(J) 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 Flex, Vinyl and LEDs.

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

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

(K) 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.

(L) 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.

(M) 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 form defects.



LETTER OF DECLARATION

The MD & CEO,
Head Office,
SBI Infra Management Solutions Pvt. Ltd.,
Ground Floor, Raheja Chambers,
Free Press Marg, Nariman Point,
Mumbai- 400 021.

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

S. No.	Particulars	Brief details
1	Description of work	Supply and installation of Bank's new signage/replacement of existing signage for Branches/Offices/ATMs located at specified Metro Centre of various Circles of SBI, across India.
2	Earnest Money	Rs.5,00,000/- (Rupees Five Lakhs Only) 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	4 (Four) Months from 14 th 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.5,00,000/- (Rupees Five Lakhs 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 PVT. LTD., 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 Pvt. Ltd. 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 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: