



PREMISES & ESTATE DEPARTMENT, LHO MAHARASHTRA

3RD FLOOR, SYNERGY BUILDING, G- BLOCK,
BANDRA KURLA COMPLEX, MUMBAI-400 051

TENDER ID: MAH202103001

PART – A: TECHNICAL BID

**TENDER FOR SUPPLY & INSTALLATION OF DIGITAL STANDEE FOR DIGITAL
MARKETING PURPOSE AT VARIOUS LOCATION ACROSS MAHARAHSTRA AND GOA**

TENDER SUBMITTED BY :

NAME : _____

ADDRESS : _____

DATE : _____

(Application to be submitted on any working day on or before the last date
at the following address)

**ASSISTANT GENERAL MANAGER (P&E),
3rd FLOOR, SYNERGY BUILDING,
BANDRA KURLA COMPLEX,
MUMBAI-400021**

Last date and time for submission: 12th APRIL 2021, 3.00 pm

NOTICE INVITING TENDERS

State Bank of India invites online per unit item rate E-tenders followed by E-reverse auction for the Tender for Supply & Installation of Digital Standee for Digital Marketing Purpose at Various Locations Across Maharashtra & Goa

Details of the tenders are as under;

e-Tendering Contact persons : Smt.Geeta Guatam - 079-68136814/ 9081000427
Shri. Vishal Tiwari - 9904406300

The details of tender are as under:

S.No.	Particulars	Details
1	Name of work	Tender for Supply & Installation of Digital Standee for Digital Marketing Purpose at Various Locations across Maharashtra and Goa
2	Nature of Work	Supply & Installation
3	Time allowed for completion	6 weeks (1.5 Month)
4	Earnest Money Deposit	₹1,00,000.00 (Rupees One Lakh Only) by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favor of State Bank of India and payable in Mumbai.
5	Initial Security Deposit (ISD)	For the successful bidder, total security deposit shall be 5% of the contract value. Out of this, 2% of the contract value will be in the form of Initial Security Deposit (ISD); which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of the 10% of respective running account bill i.e. deduction from each running bill account will be 10%, till the 3% of the contract value is achieved and total of 5%. In case running bills are not paid/submitted, whole 3% of the remaining ISD will be deducted from the final bill paid.
6	Date of issue of tender documents form the Bank's / Service Provider's website	
	(a) Technical Bid (Only for OEM or their authorized Channel Partner / Dealer who receive NIT)	12.03.2021 to 12.04.2021 Available at M/s e-Procurement Technologies Ltd., our Service Provider's portal https://etender.sbi/SBI/
b	(b) Online Indicative Price Bid (only to those bidders who qualify in Technical Bid.)	From 15.04.2021 to 19.04.2021 Available at M/s e-Procurement Technologies Ltd., our Service Provider's portal https://etender.sbi/SBI/
8	Last date & time for submission of EMD and tender document	12.04.2021 by 03:00 PM Note: It is sole responsibility of the bidder to ensure submission of their EMD and tender document by stipulated date and time at specified address failing which they will not be allowed to participate in E-Tendering
9	Address for submission of EMD and tender document physically.	The Assistant General Manager (P&E), LHO Maharashtra, State Bank of India, 3 rd Floor, Synergy Building, Bandra Kurla Complex, Mumbai - 51.

10	Last date & time for submission of Online Technical bid	12.04.2021 by 03:00 PM at Service Provider's portal https://etender.sbi/SBI/
11	Date and Time of opening of Online Technical Bid	12.04.2021 by 03:30 PM
12	Date and time for submission of Online Indicative Price Bid <u>by the bidders qualified in Technical Bid.</u>	19.04.2021 till 12:00 Noon at Service Provider's portal https://etender.sbi/SBI/
13	Date and Time for E-reverse Auction	From 16:00 PM on 19.04.2021 at Service Provider's portal https://etender.sbi/SBI/
14	Defects Liability / Warranty period	1-year from the date of installation for free replacement for any manufacturing defect (excluding damages due to natural calamities).
15	Liquidated Damages	0.50% per week subject to max. 5% of contract amount for delay in completion of work.
16	Validity of offer	90 days from the date of opening of Price-bid
17	Value of Interim Certificate	No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances
18	Submission of Technical Bid (Hard Copy)	Contractors shall Download the entire Technical Bid to get acquainted with the terms and conditions and <u>shall upload compulsorily the pages numbered from 1 to 9 of the technical bid</u> without fail in the e-tendering portal after putting the signature and seal. Failing to upload as stated above, the tender will be rejected. However, L1 Tenderer should submit the whole technical bid spirally bound securely and in serial order containing pages 1 to 45 duly signed with company seal and date to this Office within 3 days of receipt of confirmation letter/work order from SBI.

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

21. 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.

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

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

24. 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 and same place.

Yours Faithfully,

**The Assistant General Manger (P&E)
LHO Maharashtra**

PREMISES & ESTATE DEPARTMENT, LHO MAHARASHTRA, 3rd FLOOR, SYNERGY
BUILDING, BANDRA KURLA COMPLEX, MUMBAI-400021

WEBSITE NOTICE

Dt : 12.03.2021

A. BRIEF PARTICULARS OF THE WORK

1. **STATE BANK OF INDIA** (SBI) proposes to provide approx. 100 nos. Digital Standees (quantity may vary as per the requirement of the bank) for the purpose of Digital Marketing in its Branches/Offices located in Major Cities spread across the Maharashtra and Goa with the 55 inches Full-HD TV Screen (non-touch) having latest Android Based Operating system fixed in Powder Coated impact resistant MS Enclosure of approved design.
2. **Brief Scope of Work:** Providing 55 inches Full-HD TV Screen (non-touch) having latest Android Based Operating system fixed in Powder Coated impact-resistant MS Enclosure of approved design by the Bank's (SBI) fixed to G.I. Boxing etc. complete as per detailed drawings, specifications and approved Artwork.
3. The work will be awarded Regional Office-wise with an estimated cost of the proposed work is expected to be about Rs.1.00 Crore.
4. The proposed work has to be completed in all respects on FAST TRACK. The **time allowed** for completion of the project is **2 months** including monsoon period from the date of entering into a Rate Contract.
5. All drawings / artwork for the proposed Signage shall be made available by the SBI or their authorized design consultant. However, it shall be sole responsibility of the OEM/their authorized Vendor/Converter to conduct necessary site survey at respective Branches/Offices/ATMs at their own cost to assess the following in consultation with the Circle/Branch functionaries prior to supply of material to the site:
 - a. Site conditions
 - b. Proposed Location of Digital Sandee Signage in the Branches/Offices/ATMs.
 - c. Supporting infrastructure required to install the Digital Signage at any height.
 - d. Size of Signage etc.
 - e. Type of the Digital signage i.e. LED.

The Work shall, in general, be executed according to General Conditions of Contract.

- (a) Work shall, in general be executed as per the specifications; special Technical Specifications etc. as specified by the SBI or their Design Consultant. However, for all specialized items of work the Vendor shall be required to engage specialized agencies with prior approval of SBI as per the criteria in the tender document.
- (a) The Contractual scheduled **completion period** for the proposed work shall be **1.5 months** from the date of issue of work order or date of entering into a Rate Contract by the SBI whichever is later. The scheduled completion period shall be inclusive of monsoon period. The vendors delaying the work beyond specified time schedule without any valid reasons shall be debarred from tendering in the SBI in future, which please note.
- (a) The proposed **rate contract shall be valid for a period of one year** from the date of issue of work order. However, the SBI reserves their rights to review the "Rate Contract" at any time, without notice, by inviting fresh tenders within its sole discretion and the approved bidder(s) shall have no right to raise any claim/compensation on this account.

B. ELIGIBILITY CRITERIA:

- i. The Vendor should either be Original Manufacturers (OEM) of Digital Display and/or their authorized Agency/Distributor/Converter for the specified products (i.e. Digital Signage using Digital Display) in India and should preferably have an authorized office as well as distribution network on PAN India basis covering State Capital and other major Centers.
- ii. The Original Manufacturer (OEM) **and** their authorized agency/distributor/Converter in India, who are fulfilling prescribed "Criteria" may choose to participate in the Tender.
- iii. The authorized Distributor/Converter participating for prequalification should submit, along with their application, Project Specific Authorization Letter from the Original Manufacturer (of Digital Display) to the effect that in case authorized Agency/Distributor is not able to perform contractual obligations as per contract during contract period, the Original Manufacturer shall own full responsibility to comply all contractual obligations relating to the captioned work.
- iv. The Original Manufacturer/authorized agency/distributor/Converter should be in the business of Manufacturing, supplying, installing and maintaining of Digital Signage Systems in India for last 7 years (minimum).
- v. SBI will be installing Digital Signage Systems across the length and breadth of the branches/offices across Maharashtra and Goa. Thus, the Original Manufacturer/authorized agency/distributor/Converter should preferably have their Authorized support centers in Maharashtra and Goa. A list of such authorized Service Agencies to be furnished along with detailed postal address and Name & contact numbers of the authorized person.
- vi. The applicant should be a well-established and reputed establishment (for a minimum period of 7 years) engaged in the Signage Solutions for Banks, Financial Institutions, MNCs, Government Organizations / undertakings etc.
- vii. The applicant should have satisfactorily completed "similar" works (i.e. Supply and installation of Digital Signage of Reputed OEM) of magnitude as specified below during the last 7 years ending 31.03.2021. This should be certified by an Officer not below the rank of Superintending Engineer / Chief Project Manager or equivalent of the Organization for whom the work has been done.
 - a. Three similar completed works each costing not less than Rs. 40 Lakh during the last 7 years ending 31.03.2021.

OR
 - b. Two similar completed works each costing not less than Rs. 50 Lakh during the last 7 years ending 31.03.2021.

OR
 - c. One similar completed works costing not less than Rs. 80 Lakhs during the last 7 years ending 31.03.2021.

NOTE :

- "Similar works" under this clause shall mean "successful supply & installation of Digital Signage Boards using Digital Display of repute as indicated above for Banks, Financial Institutions, MNCs, Government Organizations, Public Sector undertakings etc.

- “Cost of work” shall mean actual gross value of completed “similar’ work including all the components (of signage) executed under the contract of Digital Signage solutions. The applicant shall submit a copy of final Bill / certificate of each project executed by them, during the said period duly supported by performance certificates of clients.
 - “Applicant” means proprietary concern, partnership firm, LLP, private or public limited company applying for pre-qualification.
 - “Employer” or “Client” or “Bank” means SBI/ State Bank of India
- viii. The applicant should have average annual financial turnover of **Rs. 30 Lakhs** under digital signage division / vertical during the last 3 years ending **31/03/2021**. This should be duly audited and certified by a Chartered Accountant (Copy to be attached). Year in which no turnover is shown would also be considered for working out the average.
- ix. The applicant should not have incurred loss in last three or more consecutive years during the last five years ending **31/03/2021**, duly certified by a Chartered Accountant (Copy to be attached). The firm should not be under liquidation, court receivership or similar proceedings.
- x. The applicant should have a solvency of **Rs. 30 lakhs** certified by a Scheduled Bank (Original copy to be attached as per given format). The Solvency Certificate should not have been obtained earlier than **30/09/2020**. In case, the applicant is not able to supply the solvency certificate in original, the same should be attested by a Notary.
- xi. The applicant should have adequate in-house plant and machinery required for the proper and timely execution of the job. The details of the same shall be furnished duly authenticated as per the format enclosed in the annexure Form G.
- xii. The applicant should have sufficient number of Technical and Administrative employees on their roles for the proper execution of the contract as per the format enclosed in the annexure Form F.

Note: Only such vendors who fulfill the aforesaid eligibility criteria need to apply. Joint ventures and/or consortium are not allowed and not accepted.

C. EVALUATION CRITERIA:

Applications will be evaluated in the following manner:

- The eligibility criteria prescribed hereinabove (in respect of experience of similar class of works completed) shall be scrutinized and the applicant’s eligibility for pre-qualification for the work be determined.
- Only the applicants who meet the eligibility criteria specified as above will be further evaluated on the basis of details furnished by them.
- If necessary, the authorized representatives of SBI will visit Projects sites which are recently executed / being executed by the applicants, in order to evaluate the performance of the applicants and quality of work. In such case, the applicant will be required to obtain/give them necessary permission / facilities and arrangements for site visit as required.

- On the basis of the prequalification criteria mentioned above and after the evaluation of the applicants based on the site visit report, credentials submitted by the applicants, satisfactory completion certificates in respect of “Similar work” as spelt out vide B(vii) above, confidential reports obtained from various clientele (wherever necessary) etc., applications will be shortlisted. Thus, shortlisted applicants will be considered as the pre-qualified vendors subject to verification of relevant documents and tenders for the captioned work will be invited by us from the prequalified vendors only.
- Merely fulfilling the prescribed minimum prequalification criteria does not entitle the applicant for short listing, which is subject to the verification of documents/information furnished by the applicants, inspection of work, quality and timely execution of project, seeking confidential performance reports from the client etc.
- The broad criteria inter-alia for prequalification will also include the following parameters:
 - Quality Consciousness
 - Quality of finishes
 - Timely execution
 - Integrity as regards working
 - Ease in setting extra work if any
 - Litigation, if any, involving Arbitration/court of Law.
 - Financial soundness
 - Magnitude of work undertaken
 - List of work executed.
 - Establishment, plant and equipment.
 - Performance report from other employers
- Bank reserves the right to accept or reject any or all applications without assigning any reason thereof. Bank also reserves the right to restrict the list of prequalified vendors to any number deemed suitably by it. **This prequalification does not bind SBI to award any job/ project to the vendors.**

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

Tender for Supply & Installation of Digital Standee for Digital Marketing Purpose at Various Locations across Maharashtra and Goa

1.1 Site and its location

Various Locations across Maharashtra & Goa

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 or **E-Procurement Technologies Limited.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 **₹1,00,000.00 (Rupees One Lakh Only)** by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any Scheduled Bank drawn in favour of SBI and payable 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 SBI Payable at Mumbai within a period of 7 days from the date of receipt of Letter of Intent (LOI) from SBI.

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

6.0 **Signing of contract Documents.**

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

7.0 **Completion Period**

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **6 (Six) weeks** from the date of award of work.

8.0 **Validity of tender**

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

9.0 **Liquidated Damages**

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

10.0 **Rate and prices:**

10.1 **In case of item rate tender**

10.1.1 The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

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

- 10.1.2 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the Vendor would be paid accordingly.
- 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 Assistant General Manager (P&E) 3rd Floor, Synergy Building, Bandra Kurla Complex, Mumbai - 400021.
- 10.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.
- 10.1.5 Each page shall be numbered and the total number of page shall be given.
- 10.1.6 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.
- 10.1.7 The Bank 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.
- 10.1.8 In case, it is decided by the Bank 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 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.

LETTER OF UNDERTAKING (Annexure I)

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

The Assistant General Manager (P&E),
LHO Maharashtra, State Bank of India,
3rdFloor, Synergy Building,
Bandra Kurla Complex,
Mumbai - 51.

Dear Sir,

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

MEMORANDUM

(a)	Description of work	Tender for Supply & Installation of Digital Standee for Digital Marketing Purpose at Various Locations across Maharashtra and Goa.
(b)	Earnest Money	₹1,00,000/- (Rupees One Lakh Only) by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of SBI and payable in Mumbai.
(c)	Time allowed for completion of the Works from Seven day after the date of written Order or date of handing over of the site (Whichever is later) to commence the work	6 weeks

- 1) Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as may be applicable or in default thereof to forfeit and pay to SBI the amount mentioned in the said contract.
- 2) I / We have deposited a sum of **₹1,00,000/- (Rupees One Lakh Only)** of the total tender amount as Earnest Money with the SBI which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to SBI.
- 3) I/ We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the various work proposed in phases. We, therefore, undertake that we shall not raise any claim/ compensation in the eventuality of Bank deciding to drop any of the work from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within stipulated time limit without any extra claim for price escalation as also provided for in the clause 11.1.6 "Instructions to Tenderers" of this tender.

4) I/ We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period including authorized extended contract period, if any.

5) Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm

Authorised to sign

Or

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

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

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

i)

ii)

Process Compliance Statement (Annexure II)

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

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

Sub: Tender for Supply & Installation of Digital Standee for Digital Marketing Purpose at Various Locations across Maharashtra & Goa

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document

This letter is to confirm that:

- 1) The undersigned is authorized representative of the Applicant.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and ETPL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) **We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.**
- 6) We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure III & Annexure IV within 24 hours of the completion of the reverse auction and the format as requested by SBI/ETL.
- 7) We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,

Date:

Signature with seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on sujith@eptl.in

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 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 “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.

1.1.2 ‘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.

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

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 SBI’s Engineer” shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the Assistant General Manager (P&E).

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 ₹ 1,00,000/- (**Rupees One Lakh Only**) in the form of Demand draft or bankers cheque drawn in favour of SBI, 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 Bank or after it is accepted by the Bank or 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's approved format valid for 1 year. The Bank guarantee shall be released only after completion of warranty period of 1-year provided no complaint is received or the defects has been rectified by replacing the same satisfactorily.

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

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

2.0 **Language**

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

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 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 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 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 SBI and the Vendor.

ii) **Contract Agreement:**

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

6.0 **Ownership of drawings:**

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

7.0 **Detailed drawings and instructions:**

The 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 there with 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 SBI 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 on account of such breach to pay a liquidated damage 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 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 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 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 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 SBI, the Vendor shall be responsible for the same ad shall his own expenses rectify such error, if so, required to satisfaction of the SBI.

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 SBI and the original policy may be lodged with the SBI.

13.0 Inspection of work:

The 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 and their representatives necessary for inspection and examination and test of the materials and

workmanship. No person unless authorized by the 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 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 SBI's instructions and shall be subject from time to time to such tests as the Bank 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 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 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 SBI the Vendor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall by the signed by SBI for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. /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 SBI may consider necessary until the expiry of the defects liability period, stated here to.

18.0 Quantities

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

19.0 Works to be measured

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 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 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 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 SBI vitiates the contract. In case the 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 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 SBI and the value of such extras, alterations, additions or omissions shall in all cases be determined by the 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 SBI and/or with the concurrence of the SBI as herein mentioned. Any such extra item 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 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 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 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 SBI, the Vendor shall apply to SBI for completion certificate.

Upon the satisfactory fulfillment by the Vendor as stated above, the Vendor is entitled to apply to the SBI of satisfactory completion of work. Relative to which the completion certificate has been sought, the 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'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 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 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. 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.

- b) Such insurance shall be affected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the Vendor shall whenever have required produce to the SBI 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 against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

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

26.0 Vendor to indemnify SBI/

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

27.0 Vendor's superintendence

The Vendor shall fully indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the 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. 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 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, or to any person, including any employee of the SBI/., by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 24.0 thereof.

28.2 Minimum amount of Third Party Insurance

Such insurance shall be effected with an insurer and in terms approved by the SBI/ which approval shall not be reasonably withheld and for at least the amount stated below. The Vendor shall, whenever required, produce to the 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 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. or their agents, or employees. The Vendor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

ii. Insurance against accidents etc. to workmen

The Vendor shall insure against such liability with an insurer approved by the SBI/ during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the architect / consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-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 is indemnified under the policy but the Vendor shall require such sub-Vendor to produce to the SBI 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 may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI/ as aforesaid from any amount due or which may become due to the Vendor or recover the same as debt from the Vendor.

iv. Without prejudice to the others rights of the SBI 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 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 SBI.

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 **6 calendar weeks** 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 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 SBI 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 Should the rate of progress of the work or any part thereof be at any time be in the opinion the SBI too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion, the SBI/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 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, 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/. 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 at no extra cost.

All work at night after obtaining approval from competent authorities of SBI 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 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 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 shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

“In case of such stores having been issued from SBI stores and returned by the 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 (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 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 SBI.

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

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

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

In any case in which under any clause or clauses of this contract, the Vendor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the SBI shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI.

- a) To rescind the contract (of which rescission notice in writing to the Vendor by SBI 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.
- b) To employ labour paid by the SBI 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/ 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/ 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 shall final and conclusive) shall be borne by original Vendor and may be deducted if any money due to him by SBI/ under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBI the 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/ 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/ that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the SBI/.

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/ or shall charge or encumber this contract or any payment dueto 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/ 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 that the said materials were condemned and rejected by the SBI 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 . to the contrary subject any part of the contract.*

Then and in any of said cases the SBI may not withstanding any previous waiver, after giving seven days' notice in writing to the Vendor, determine the contract, but without

thereby affecting the powers of the SBI 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 or their employees may enter upon and take possession of the work and all plants, took scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other Vendors or persons to the work and the Vendor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Vendor or other persons employed for complement and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient to the SBI/ 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 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 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 1-year warranty Cards along with a certificate/acknowledgement certifying completion of work by SBI/ or their authorized representative.

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

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

The SBI 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

- i. Any and all disputes, controversies and conflicts ("Disputes") arising out of or in connection with this tender and/or, ensuing Contract or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall make all endeavors to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.
- ii. The place of arbitration shall be at Mumbai and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.

- iii. The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.
- iv. Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

B. GOVERNING LAW & JURISDICTION

The tender and/or, ensuing Contract shall be governed and construed in accordance with the Laws of Republic of India.

Subject to Clause 40.0, A, the Parties agree to submit to the exclusive jurisdiction of the appropriate courts at (**Mumbai**) in connection with any dispute between the Parties under the tender and/or, ensuing Contract.

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 shall be final and binding on the corrector.

42.0 Force Majeure

42.1 Neither Vendor nor SBI shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract.

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 Contractor/ 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 Contractor/ 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.

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority (registration committee constituted by the Department for Promotion of Industry and Internal Trade).
- II. 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. 'Bidder from a country which shares a land border with India (such a country)' for this purpose means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of A Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling interest or who exercises control through other means.

Explanation-

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of Individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or the capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. All bidders need to submit a declaration-cum-certificate (along with evidence) in this regard as per “**Annexure Q**”. Failure to submit such valid declaration-cum-Certificate will make the bid liable for rejection.”

ANNEXURE “Q”

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

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

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

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

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

(Signature of Authorised Signatory along with Seal)

Name of authorised signatory:

Designation of Authorised signatory:

List of Evidences enclosed:

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

Date:

Place:

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. The Authorization Certificate issued by the approved Principle Manufacturer certifying that the tenderer is an Authorized Converter/Agency of their Company and they have been specifically authorized by them (i.e. OEM) to participate in the bidding process.
 - d. An undertaking from the approved OEM, 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 at their own (i.e. OEMs') risk cost and consequences.

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

2. **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 shall have the right to reject any or all tenders without assigning any reason. They are not to bind to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the SBI. However adequate transparency would be maintained by the SBI.

ARTICLES OF AGREEMENT

This AGREEMENT is made at on this day of between State Bank of India having its Local Head Office at, represented by authorized officer of SBI. (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 supplier for Supply & Installation of Office Chairs and Other Loose Furniture at SBI Foundation, World Trade Centre, Cuffee Parade, Mumbai

AND WHEREAS the Employer had called for tenders from eligible Vendors for **Supply & Installation of Digital Standee for Digital Marketing Purpose at Various Locations across Maharashtra and Goa.**

AND WHEREAS the Vendor and others submitted the tenders and the Employer has awarded the contract relating to **Supply & Installation of Digital Standee for Digital Marketing Purpose at Various Locations across Maharashtra and Goa** 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 SBI.

- 6) The Contractor shall afford every reasonable facility for carrying out of all works relating to office chairs 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 disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen atSBI and only the Courts inSBI shall have jurisdiction to determine the same.
- 10) 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)

SAMPLE BUISNESS RULE DOCUMENT

BUSINESS RULE DOCUMENT OF ONLINE E-REVERSE AUCTION FOR SUPPLY & INSTALLATION OF DIGITAL STADEE FOR DIGITAL MARKETING PURPOSE AT VARIOUS LOCATIONS ACROSS MAHARASHTRA AND GOA.

BUYER NAME	STATE BANK OF INDIA
AUCTION TO BE CONDUCTED BY	M/s e-Procurement Technologies Ltd. B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Phone: +91 79 61200 Auction Website: https://etender.sbi
DATE & TIME OF AUCTION (Date and Time of E-reverse auction to be intimated after opening of technical bid)	Online Auction Date : Auction Time : One hour (With 6 extensions of 5 min each)
DOCUMENTS ATTACHED	(A) Business rules for Reverse Auction (B) Terms & conditions of Reverse Auction (C) Annexure - I (D) Process Compliance Statement (Annexure II) (E) Price Confirmation Letter (Annexure III) (F) Price break up (Annexure IV) (G) Contact Information
SPECIAL INSTRUCTIONS	<u>Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither the Service Provider nor SBI will be responsible for any lapses /failure on the part of the vendor, in such cases, in case of technical glitches.4</u>

Important Note: As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for an e-Procurement application is generated on a new algorithm, SHA2. Also, the Digital Signature Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista / Windows 7 installed in their respective PC / Laptop. In case of Windows XP service pack -3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.auctiontiger.net just below the label of "Download".

(A) Business rules for Reverse Auction:

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI may resort to "REVERSE AUCTION PROCEDURE" i.e. ON-LINE BIDDING on INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. SBI will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.

4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to send the mail the compliance form in the prescribed format (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. Reverse auction will be conducted on schedule date & time.
7. At the end of reverse auction event, the lowest bidder value will be known on the network.
8. The lowest bidder has to mail the duly signed filled-in prescribed format as provided on case-to-case basis to SBI through service provider within 24 hours of auction without fail.
9. In case SBI decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBI shall be opened as per SBI standard practice.
10. **The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of Reverse Auction:

SBI shall finalize the procurement of the item against this Tender through reverse auction mode. SBI has made arrangement with M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) who shall be SBI's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

5. Computerized Reverse auction shall be conducted by SBI, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back –up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and SBI is not responsible for such eventualities.
6. ETL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the Reverse Auction. You are required to give your compliance on it before start of bid process.
7. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online Auction.
8. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by State Bank of India.
9. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
10. At the end of the reverse auction, bidder has to provide the price confirmation letter & a detail break up for his lowest offer within 24 hour of closing of auction as per the Annexure III & IV respectively.
11. Procedure of Reverse Auction:
 - i. **Online English Reverse (no ties) Auction {Reverse Auction}**:
 - **OPENING PRICE & BID DECREMENT AMOUNT**: SBI will declare its Opening Price (OP), which shall be visible to the all vendors during the start of the reverse Auction.

You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by **multiples of the decrement value**.

- The bid decrement amount shall be specified by SBI at the time of e-reverse auction.
 - **DURATION OF AUCTION: English Reverse (no ties) shall be for a period of half an hour.** If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension. Please note that if there are more than one item in a single auction, the auto-extension will be applicable to the entire event i.e. whenever a bidder places an acceptable bid in the last 5 minutes of the closing of the auction, the auction shall get extended automatically for another 5 minutes from the time of this bid for all the items in the auction. **There are 6 extensions of 5 Min. each.** However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
12. Successful vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) exactly in the format issued by SBI/Service provider after the completion of Auction to SBI, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
 13. During English Reverse (no ties), if no bid is received within the specified time, SBI, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.
 14. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. Should you back out and not supply as per the rates quoted, SBI shall take action as appropriate.
 15. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
 16. VISIBILITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse – No ties Auction:
 - a. Leading Bid in the Auction
 - b. Bid Placed by you
 - c. Auction Opening Price & bid decrement amount
 - d. Your rank in the auction
 17. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, SBI and / or ETL shall take action as appropriate.
 18. LOWEST BID OF A BIDDER: In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.

19. At the end of the Reverse Auction, SBI will decide upon the winner. SBI's decision on award of Contract shall be final and binding on all the Bidders.
20. SBI shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
21. SBI/ETL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
22. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
23. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the reverse auction.
24. **AUCTION TYPE: 1) English Reverse No Ties Auction**
25. **AUCTION WINNER:** At the end of the Reverse Auction, SBI will evaluate all the bids submitted and will decide upon the winner.
26. **OTHER TERMS & CONDITIONS:**
 - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
 - SBI's decision on award of Contract shall be final and binding on all the Bidders.
 - SBI along with ETL can decide to extend, reschedule or cancel any Auction. Any changes made by SBI and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - ETL is not responsible for any damages, including damages that result from, but are not limited to negligence. ETL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s e-Procurement Technologies Ltd, Ahmedabad.
 - **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 Quantities and the Auction Start Time & Close Time is as follows:

ITEM DESCRIPTION: XYZ

Item	Quantity	Opening Prices in Rs	Bid Decrement in Rs	Opening Time	Closing Time
<u>XYZ</u>	Package	Will be displayed On Auction screen	Will be displayed On Auction screen	As above	As above

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

The following example will clarify the process to be followed by the Pvt. Ltd. in the proposed reverse auction to decide the winner i.e. L-1:

Illustrative Example:

- The 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	6	Sq. mt.	100.00	600.00
2	EFG	1	Sq. mt.	50.00	50.00
3	HIJK	2	Sq. mt.	75.00	150.00
4	MNOP	3	Sq. mt.	100.00	300.00
Total Tender amount (sum of Items 1 to 4) denoted by (A)					1100.00

*** 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 bank 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, 950.00 (denoted by "B" hereinafter), the K-Factor shall be determined as under:

$$K=(B\div A) \text{ i.e. } (950\div 1100) = 0.864$$

- 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	6	Sq. mt.	600.00	0.864	518.18
2	EFG	1	Sq. mt.	50.00	0.864	43.18
3	HIJK	2	Sq. mt.	150.00	0.864	129.55
4	MNOP	3	Sq. mt.	300.00	0.864	259.09
Total amount worked out after e-reverse auction						950.00

(D) Process Compliance Statement (Annexure II)

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

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

Sub: Agreement To The Process Related Terms And Conditions For Online Reverse Auction for Supply & Installation of Digital Standee for Digital Marketing Purpose at Various Locations across Maharashtra & Goa.

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) **We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.**
- 6) We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure III & Annexure IV within 24 hours of the completion of the reverse auction and the format as requested by SBI/ETL.
- 7) We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on sujith@eptl.in

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

Sub: Final Price Quoted During Reverse Auction for Supply & Installation of Digital Standee for Digital Marketing Purpose at Various Locations across Maharashtra & Goa.

Reverse Auction Date:

Dear Sir,

We confirm that we have quoted.

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

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

Scan it and send to this Document on sujith@eptl.in

(F) Price break up (Annexure IV)

Price Break up as per tender document

(H) Contact Information

E-Procurement Technologies Ltd.	State Bank of India
<p>B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India</p> <p>Tel.: +91 79 61200 579 580 567 569 566</p> <p>Mr. Geeta Gautam E-mail : jainam@eptl.in Contact No : 99044 06300</p>	<p>The AGM (P&E), LHO Maharashtra, State Bank of India, 3rdFloor, Synergy Building, Bandra Kurla Complex, Mumbai - 51.</p> <p>Officer Name : Tirumalesh Kulkarni Department : Chief Manager (Electrical) Contact No : 99000 72334 E-mail : tirumalesh.kulkarni@sbi.co.in</p>

APPLICATION FORM

1. Name of the organization :

2. Address :

3. Name, Telephone Nos. including Mobile and e-mail id of contact person :

4. Fax No. :

5. Constitution of the Firm
(whether Public or private company / firm / Proprietary) :

6. Year of Establishment
(Supporting document to be submitted) :

7. Whether registered with the Registrar of Companies / Registrar of firms.
(if so, mention number and date and supporting documents to be submitted) :

8. Registration with Govt. Authorities :

- Income-tax (PAN) No. :
- Goods & Service tax no. (GST) :
- EPF Regn. No. :
- ESI Regn. No. :
- TIN / VAT No. :

9. Names of Directors / Proprietor / Partners / Associates:

10. Bio-data of Directors / Partners / Associates, Details may be given in the format mentioned below :

- 11 Amount of service tax paid year-wise during last 3 financial years ending 31.03.2013 :

12. Details of 'Similar' works completed during the last 7 years. (Details may be given in the enclosed format - Form 'B') :

13. Details of 'Similar' works on hand Under execution / awarded. (Details may be given in the enclosed format - Form 'C') :

14. List of Professionals / Technical / Non-technical Personnel employed permanently (Details may be given in the enclosed format - Form 'F') :

15. Details of Plant & Machinery / Manufacturing unit/
tools / equipments owned by the
company :
(Details may be given in
the enclosed format - Form 'G')

16. Banker's Name & address :

(Enclose solvency certificate from
the bankers)

17. Latest Income Tax Clearance Certificate :
to be enclosed

18. List of empanelment / enlistment /
registration with other Organizations
/ statutory bodies etc.
(If so, furnish their names,
category and date of registration:

Name of the Organization	Category	Year since empaneled / registered

19. Annual turnover for the last 3 financial
years (year-wise) ending 31.03.2017

Financial Year	Annual Turn Over
FY 2020-21	
FY 2019-20	
FY 2018-19	

20. Detailed list of Offices/Branches/Authorised
Service centers in Metro Cities (Supporting
documents to be submitted to prove the
presence). :

21. Name and address of the persons who will
be in a position to certify about the quality
as well as performance of your firm :

Note: Please enclose separate sheets for additional information, photographs, and documents.

Signature of the applicant with seal

Date:

Place:

BIO-DATA OF THE DIRECTORS/PARTNERS/ KEY ASSOCIATES

1.Name :

2.Date of Birth :

3.Associates with the organization since:

4. Professional Qualification :

5. Professional Experience :

6. Professional Affiliation :

7. Membership in :

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

9. Details of cost effective methods/
innovative techniques adopted
in the projects :

10. Exposure to new materials/
Technology :

Signature of Applicant

FINANCIAL INFORMATION**I. Banker Details**

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

II. Details of Chartered Accountant

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

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

YEARS		2016-17	2017-18	2018-19	2019-20	2020-21
(i)	Gross Annual turn-over in Construction works					
(ii)	Profit/Loss					
(iii)	Financial position:					
	(a) Cash					
	(b) Current Assets					
	(c) Current Liabilities					
	(d) Working capital (b-c)					
	(e) Current Ratio:					
	(f) Acid Test Ratio: (Quick Assets/Current Liabilities (a/c))					

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

Signature of Chartered Accountant with seal

Signature of Applicant(s)

FORM 'B'**DETAILS OF ALL 'SIMILAR' WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING BY 31ST Jan 2018.**

1	2	3	4	5	6	7	8	9	10	11	12
S. No.	Name of work/ project & location	Owner or Client	Date of Agreement with the owner	Scope of work executed	Volume of the work in sqft basis.	Cost of project work in Crores	Date of commencement as per contract & actual date of commencement	Stipulated Date of completion & Actual date of completion	Litigation/ Arbitration pending/ In progress with details (if any)	Name and address with contact No. of Officer of client to whom reference shall be made	Remarks

Signature of Applicant

Note :

Actual date of completion of the project should be within 7 years ending 31.01.2018 for taking into eligibility consideration.
The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order)

FORM 'C

'SIMILAR' PROJECTS ON HAND - UNDER EXECUTION OR AWARDED

1	2	3	4	5	6	7	8	9	10	11	12	13
Sl. No.	Name of work/ project & location	Client / Owner	Type of Client / Owner (Mention Govt/ / Semi Govt / PSU / Autonomous / Private)	Date of Agreement with the owner	Volume of the work in sqft	Cost of project work in Crores	Date of commencement as per contract & actual date of commencement	Stipulated Date of completion	Upto date percentage of progress of work completed	Delay in progress (if any) and reasons thereof	Name and address with contact No. of Officer of client to whom reference shall be made	Remarks (Indicate whether any show cause notice issued or Arbitration initiated during the progress work)

Signature of Applicant

Note :

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

**PERFORMANCE REPORT FOR 'SIMILAR' MAJOR COMPLETED WORKS
(REFERRED TO IN FORM 'B')**

Name of the work/
Project & Location-

Scope of work.-

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

Quality of Work, : Very Good / Good / Fair / Poor

Time Management, : Very Good / Good / Fair / Poor

Resourcefulness : Very Good / Good / Fair / Poor

Financial Soundness : Very Good / Good / Fair / Poor

Technical Proficiency : Very Good / Good / Fair / Poor

Superintending Engineer /
Chief Project Manager or Equivalent &

(Name of Organization), Date.

Note :

The performance report is to be submitted separately for all major works mentioned in Form 'B'.

2. The performance report preferably be submitted in the above Proforma. In case, different proforma is used, the applicant shall ensure that the report / certificate shall contain all the above information / details

DECLARATION

(TO BE GIVEN BY THE APPLICANT WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE WEB)

It is to certify that:

1. I / We have submitted the PQ document in the proforma as **down-loaded directly from the web site & there is no change in formatting, number of pages etc.**
2. I / We have submitted PQ document which **are same / identical** as available in the website.
3. I / We have checked that **no page is missing** and all pages as per the index and checklist are available & that all pages of PQ document submitted by us are **clear & legible.**
4. I / We have **signed (with stamp) all the pages** of the PQ document before submitting the same.
5. I / We have **sealed** the PQ documents properly before submitting the same.
6. I / We have read carefully & understood the instructions to the applicants.
7. I / We have **not made any modification / corrections / additions / deletions etc** in the PQ documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded PQ documents from the original and / or any documentation, SBI shall have the absolute right to disqualify / reject the application out-rightly and also debar me / us in participating in any future tenders without any prior intimation to me / us.

Signature of Applicant

DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION

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

Signature of Applicant

Note:

1. Details of Technical personnel shall be provided qualification-wise
2. Organization chart of the company, additional information about Technical and administrative personnel, if any, may be submitted on separate sheet

FORM 'G'

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

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

Signature of Applicant

PROFORMA ON ISO CERTIFICATION OR OTHERS (IF ANY)

1. Year of Certification
2. Name and Address of Certifying Agency
3. Name of Management Representative
4. Validity of Certificate

Signature of Applicant

Solvency Certificate Format

(Name and Address of the Issuing Bank)

The Asst. General Manager (P&E),
State Bank of India,
Local Head Office Maharashtra,
3rd Floor, Synergy Building,
Bandra Kurla Complex,
Mumbai 400051

Dear Sir,

Solvency Certificate

This is to state that to the best of our knowledge and information
M/s.....,
customer of our Bank, is respectable and can be treated as good up to a sum of
Rupees (Rupees in words).

It is certified that this information is furnished without any risk and responsibility
on our part in any respect whatsoever more particularly either as guarantor or
otherwise. This certificate is issued at the specific request of the customer.

Yours faithfully,

Branch Manager

**(Should have been Issued on or after 30th September 2020 by any Scheduled
Commercial Banks.)**

[A] CHECK LIST: ELIGIBILITY CRITERIA REQUIREMENTS

(Put Tick Mark as applicable)

S.No	Parameter	
1	Do you satisfy requirement of Clause B(i)	Yes / No
2	Do you satisfy requirement of Clause B(ii)	Yes / No
3	Do you satisfy requirement of Clause B(v)	Yes / No
4	Do you satisfy requirement of Clause B(vii)	Yes / No
5	Do you satisfy requirement of Clause B(vii) (a) OR	Yes / No
6	Do you satisfy requirement of Clause B(vii) (b) OR	Yes / No
7	Do you satisfy requirement of Clause B(vii) (c) OR	Yes / No
8	Do you satisfy requirement of Clause B(ix)	Yes / No
9	Do you satisfy requirement of Clause B(x)	Yes / No
10	Do you satisfy requirement of Clause B(xi)	Yes / No
11	Do you satisfy requirement of Clause B(xii) OR	Yes / No

Signature of Applicant

[B] CHECK LIST: Details of Enclosures.

Sl. No.	Information	Confirmation of Submission	Page no.
1	Pre-Qualification Document including Letter of Transmittal, Application Form and Forms A to H.		
2	Proof of constitution:	Yes/No	
	(a) In case of sole proprietorship/HUF: an affidavit executed before a 1 st Class Magistrate that the applicant is the sole proprietor of the firm/Karta of HUF	Yes/No	
	(b) In case of partnership firm: (Submit attested copies)	Yes/No	
	(c) In case of private/Public Ltd. Co. Article of Association duly attested by Notary Public	Yes/No	
	Power of attorney, if any, attested by Notary Public	Yes/No	
2	Certificate of Registration as vendor	Yes/No	
3	Certificate of Registration with taxation authorities	Yes/No	
4	Certificate of Tax Clearance (ITCC, VAT, Service Tax etc.)	Yes/No	
5	Details of requisite licenses	Yes/No	
5	Registration with EPF	Yes/No	
6	Proof of eligibility of essential criteria	Yes/No	
7	Proof of eligibility of electrical service work	Yes/No	
8	Financial Information	Yes/No	
	A) Balance sheets of last 5 years	Yes/No	
	B) Calculation sheets of net worth	Yes/No	
	C) Solvency Certificate in original	Yes/No	
10	Details of completed work as given in Form B	Yes/No	
11	Attested copies of award letters/work orders/LOI for completed work	Yes/No	
12	Original or attested copies of certificate for works done, from concerned clients	Yes/No	
13	Performance report of completed works as given in form D	Yes/No	
14	Details of work on hand as given in Form C	Yes/No	
15	Attested copies of award letters/work orders/LOI for ongoing projects / Works on Hand	Yes/No	
16	Details of key personnel as given in Form F	Yes/No	
17	Details of plant and machinery etc as given in Form G	Yes/No	
18	CD/DVD containing all submittals in digital format	Yes/No	

Signature of Applicant