



STATE BANK OF INDIA
LOCAL HEAD OFFICE, GUWAHATI
PREMISES & ESTATE DEPARTMENT
GUWAHATI, ASSAM.

PRE-QUALIFICATION OF VENDORS & TENDER FOR
SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF LED DIGITAL SIGNAGE
AT
05 (FIVE) BRANCHES OF STATE BANK OF INDIA UNDER GUWAHATI CIRCLE

TECHNICAL BID

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

GSTIN NO : _____

E-MAIL ADDRESS : _____

DATE : _____

MOBILE NO. : _____

NOTICE INVITING TENDER (NIT)

SBI invites sealed applications from Suppliers having experience in Digital signage Boards and having offices /service facilities in Guwahati , who qualify as per the eligibility criteria given in the Tender for Supply, Installation, Testing and Commissioning of LED Digital signage to State Bank of India Branches and Offices under LHO Guwahati Circle (comprising 7 north east states).

1	Scope of the work	Supply, Installation, testing and commissioning of LED digital signage to SBI Branches and Offices under LHO Guwahati Circle including Warranty for initial 5 years with technical and software support for content of to be displayed and Comprehensive Maintenance Contract for next 5 years along with technical and software support for content to be displayed
2	Eligibility of the contractor	As per pre-qualification specified in tender documents. However, prequalification is valid for 1 Year.
3	Minimum Average Annual Turnover for last 3 years	Minimum 75 lakhs.
4	Time of period for supply	3 weeks
5	EMD	Rs. 85,000/- (Rupees Eighty Five Thousand Only) to be deposited to the Bank's A/C No. 10242804581 (Name of the Account :- SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account, maintained at SBI, Dispur Branch, IFSC code- SBIN0003030) and submit a copy of the deposit voucher as proof of the amount deposited which is part of the Technical Bid. Micro & Small Enterprises (MSE) registered under MSMED Act, 2006 and start-ups will be eligible for concessions as per applicable Government of India guidelines provided vendor should register in the appropriate category.
6	Date and Time for issue of Tender	From 22.12.2023 to 11.01.2024 up to 3:00 PM
7	Tender documents available for download from the websites:	1) https://www.sbi.co.in under "SBI in the News" link "procurement news"

8	Date and time of Pre-bid meeting at our Office: However queries should send by mail on or before 02.01.2024 , 6PM.	<p align="center">04.01.2024 at 11.00 AM</p> <p align="center">ASSISTANT GENERAL MANAGER Premises & Estate Department 3rd Floor, SBI Guwahati LHO Building, P.O. Assam Sachivalaya, Dispur-781006</p>
9	Last date and time for submission of bids in Tender Box kept at LHO Building, Ground Floor (Technical Bid)	<p align="center">11.01.2024 upto 3.00 PM</p> <ol style="list-style-type: none"> 1. Bidder is required to submit entire technical bid signed with requested documents &EMD. 2. Bidder is required to submit technical bid in a sealed cover containing the name and complete address/contact no. of the bidder. 3. Technical Bid will be opened initially. After pre- qualification, the date and time of price Bid will be intimated to the bidders who qualified in technical bid.

10	Address of opening of technical bid	<p style="text-align: center;">ASSISTANT GENERAL MANAGER Premises & Estate Department 3rd Floor, SBI Guwahati LHO Building, P.O. Assam Sachivalaya, Dispur-781006</p> <p>Technical Bid of those firms / contractors who do not submit EMD shall be rejected. Representatives of Bidder may be present during opening of Bids. However, Bids would be opened even in the absence of any or all the bidder's representatives.</p>
11	Validity Period of Pre-Qualification of Vendors	1 Year (from the date of approval) subject to further extension as per the requirement of the bank.
12	Validity period of Tender	90 days
13	Terms of payment of Bills	<p>For Supply:</p> <ul style="list-style-type: none"> i. No advance is payable. ii. On successful Commissioning of the Signage Board 90% payment will be paid and 10% will be held till completion of the warranty period.

14	Total Security Deposit	<p>For Supply:</p> <p>i. 10% of the contract value</p>
15	Liquidated Damages	<p>For Supply:</p> <p>During execution: 0.50% per week subject to maximum 5% of the contract value</p> <p>After Execution: Based on the down time (Day/ Night) of the LED Board an amount will be deducted from the security deposit as follows:</p> <ol style="list-style-type: none"> a. Up to four Hours – Nil b. For 4-8 Hours – 0.2% of security deposit c. For 8-12 Hours – 0.3 % of security deposit d. 12- 24 Hrs – 0.4% of security deposit e. >1 day – 0.5% of security deposit X number of days
16	Eligible Taxes	<p>A) Income Tax will be deducted at source as per Govt. Guidelines.</p> <p>B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision.</p> <p>The contractor should comply with the following:</p> <ol style="list-style-type: none"> 1. Contractor should have GST Registration Number 2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision 3. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment 4. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor
17	Electronic Payment	<p>Payment shall be made by way of Electronic fund transfer and the bill will be paid by Respective Branches /Offices. Firm should furnish details of the bank, a/c no, IFSC code.</p>
18	Any additional Information	<p>The quoted rate should be inclusive of software specified, labour, wages, fixtures,</p>

		<p>transportation, installation, supports, all charges & taxes (except GST) , cost of the insurances covering all risk policies, cost towards testing of materials supplied, wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work including cost of repairs, replacement of the spare parts, conversion of video to desired pixel and loading of software and maintenance of software etc.</p> <p>The price is also inclusive of expenditure incurred for statutory approval from Municipal Authority, RTO and any other statutory body if any.</p>
19	Warranty	<p>For Supply: 5 years onsite replacement warranty from the date of commissioning of the Board.</p>
20	Bank's Contact Person	<p>Assistant General Manager (P&E) Email : agmpne.lhoguw@sbi.co.in</p>
21	Comprehensive Annual Maintenance Contract	<p>For Supply: 5 years comprehensive AMC after completion of the 5-years Defect Liability Period.</p>
22	Distribution of Works	<p>Bank has proposed to install at 05 Branches. The details are as under; -</p> <ul style="list-style-type: none"> (i) L-1: 50% Branches (ii) L-2: 30% Branches (iii) L-3: 20% Branches
<p>In case the date of submission of bid is declared as a holiday, the bids can be submitted on the next working day at the same time.</p>		

GENERAL TERMS AND CONDITIONS

1. The Successful vendors should be prepared to supply additional quantities also to the Bank as and when orders are placed during the validity period of the tender. These prices will be advised to all our offices in 07 North east states and the orders will be placed from our offices in Guwahati Circle.
2. All pages of the tender document shall be signed by authorized signatory and stamped. All corrections shall be duly signed and stamped. Bids received after the above date / time will not be considered.
3. The rate should be inclusive of all, installation, supports, software, maintenance, levies, transport, transit insurance, loading- unloading etc. excluding GST. GST shall be paid separately as per norms. The rates shall be fixed throughout the execution of the order in all 07 North eastern states (Namely Assam, Meghalaya, Tripura, Mizoram, Nagaland, Arunachal Pradesh and Manipur). No variation in the quoted rates subsequently will be allowed and no additional claims other than quoted rates will be entertained. The rates should be inclusive of the delivery and installation charges of the sites.
4. Wherever interstate movement is involved the compliance and completion of statutory formalities including matters relating to transport, sales tax, excise duty, or other access or tax are at the cost of vendor only. In case any document is to be signed for the purpose, the same may be obtained by the vendors representative from the specified office/branch of the bank and the same will be signed and returned by the bank after due verification.
5. Bank reserves the right to accept or reject any or all applications without assigning any reasons. If at any stage the information furnished by the applicant is found to be incorrect at a later stage; he shall be liable to be debarred from participating in the tenders.
6. Any clarifications sought after opening of the tenders will not be entertained at any cost. Firm should visit the website till last date of submission for changes/ corrigendum, if any.
7. At any time prior to the deadline for submission of Bids, SBI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender document by issuing clarification(s) and/or amendment(s).
8. The SBI reserves the right to cancel or postpone the tenders at any stage without assigning any reason.
9. Vendor should shift digital signage without any charges if Branch is shifted to new location.
10. Vendor should be responsible for conversion of raw videos to actual

requirement along with feeding, displaying and maintaining of the software with high security.

11. Vendor should obtain the necessary statutory approvals from Govt. authorities in all 07 North eastern States. Payment will be paid after receiving the approval.

12. If any penalty charged against non-receipt of approval, the same to be borne by the Vendor only.



PRE-QUALIFICATION CRITERIA

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LED DIGITAL SIGNAGE TO STATE BANK OF INDIA BRANCHES AND OFFICES UNDER GUWAHATI CIRCLE

State Bank of India invites applications from Suppliers/ Manufacturers/ OEM in the field of digital signage, whose offices in Guwahati and having service facilities at various locations of North Eastern State for the Pre-qualification of vendors for supply & installation of LED Digital Signage to our branches and offices under control of LHO Guwahati. Applicants who fulfill the eligibility criteria as detailed below can only apply. Duly completed applications in the prescribed format with required documents etc. should be deposited in the Tender Box at LHO, Guwahati before the last date submission.

SCOPE OF THE WORK:

Supply, Installation, Testing and commissioning of LED Digital Signage Boards to Branches/Offices spread all over LHO Guwahati Circle comprising of 07 North eastern states. Providing technical support and software support during operation for 5 years warranty period and next 5 years Comprehensive Annual Maintenance contract along with technical support and software support during operation.

ELIGIBILITY CRITERIA

- (i) The firm must be registered and have sufficient number of technical and administrative employees. The applicant should submit their credentials along with a list of employees, contact details etc.
- (ii) The firm must have atleast 7 years experience in the field of Glow Sign Board and minimum 2 year in Digital Sign Board.
- (iii) The firm requires furnishing their PAN No, GST Registration and Trade License
- (iv) The firm should have supplied similar LED digital Signage in PSU Banks/ Scheduled Banks/ Financial Institutions/ State and Central Govt. Organizations/ reputed MNC/ Private Companies, Insurance companies. The work order must be in the name of the firm only (i.e., sub contracts are not accepted). (Work orders and work completion certificates to be enclosed.)
- (v) Should have successfully completed similar works during the last 7 years, ending last day of the previous month to the one in which application is submitted (i.e., the completed works up to 30.11.2023 shall only be considered), as under: -
 - (a) Three works, each costing not less than Rs.34 lakhs
[or]
 - (b) Two works, each costing not less than Rs.42 lakhs
[or]



(c) One work costing not less than Rs.68 lakhs.

(vi) The firm must have full-fledged offices in Guwahati. The list of service center with Contact details and staff details must be attached. Preference will be given to those who have service centers in all state capital of North Eastern State.

(vii) The firm must enclose company's certificate of Registration.

1. Average annual financial turnover during the last 3 years ended 31.03.2023 should not be less than Rs 75.00 lakhs per year in similar activities (in case companies with multiple business interests).
2. The Firm must enclose the solvency certificate not less than Rs 50 lakhs.
3. The firm must have a valid digital certificate / signature.
4. Satisfactory / Completion Certificates and Purchase Order copies or LOI copies from clients etc. from Central / State Govt. / PSU / Banks / Financial Institutions / Reputed MNC/ Private Companies etc. for similar LED Digital display boards.
5. The applicant must comply to Bank's terms for Payment, delivery, rate contract and penalty.
6. The applicant must comply to Bank's Technical terms and AMC conditions.
7. Firm must have GST registration.

Interested and eligible firms may submit the applications duly filled with sign and stamp on each page along with all the necessary certificates, EMD as per the enclosed Checklist or before the stipulated date and time. The Bank reserves the right to accept or reject any or all applications without assigning any reason thereof.

**Assistant General Manger
(P&E)LHO Guwahati**

CHECK LIST

<u>Name of the Vendor</u>	
Name of Work	Prequalification of Vendor for SITC of LED Digital Signage at Various Ratings to SBI Branches and Offices Under LHO Guwahati.

Enclosure:

Sl. No.	Particulars	YES / NO
1	Applications duly filled and signed	
2	Declaration from the applicant duly signed and filled	
3	PAN/GST/TIN registration	
4	Copy of Registration of Company/ Partnership	
5	I.T. Registration and Assessment order	
6	ISO certification if any	
7	Balance Sheet and Profit & Loss Account for the last 3 years from Chartered Accountant, consolidated audited turn over,solvency certificate	
8	Copies of Empanelment and registration details with other Dept. /Organization	
9	Work Completion Certificates	
10	List of Technical / Administrative personnel employed with contact details	
11	List of service centers and offices in Guwahati with address	
12	GST Registration for the state of Assam	

Signature of the applicant(s) with seal:

Date:

Place:



PRE-QUALIFICATION OF VENDOR FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LED DIGITAL SIGNAGE TO STATE BANK OF INDIA BRANCHES AND OFFICES UNDER LHO GUWAHATI

(To be filed by Vendor)

1.	Name of the Firm	
2.	Address for correspondence	
3.	Telephone nos. including Mobile no.	
4.	Fax No. & e-mail Id	
6.	Year of Establishment	
7.	Whether individual, partnership or company	
8.	PAN, TIN, registration details of company	
9.	ISO certification	
10.	Name of Partners/Associates/Directors.	
11.	Biodata of Partners/Associates/Directors. Bio -data to be given	
12.	Details of major works of similar nature completed during last 7 years in PSU/Banks/ Govt Organizations /Software firms. Details to be given in enclosed format (Annexure)	
13.	Name and value of other similar major works in hand in PSU/ Banks/ Govt Organizations / MNC. Details to be given in the enclosed format (Same as that of Annexure)	
14.	List of Technical Personnel & Administrative personnel employed. (Details to be given in enclosed format Annexure)	

15.	List of other Service Personnel employed in Guwahati. (Details to be given in enclosed format Annexure)	
16.	Escalation matrix of the company	
17.	Banker's Name	
18.	Copy of Income Tax return submitted during last 3 years to be enclosed.	
19.	List of registration with other Organizations	
20.	Whether registered for GST purpose. If so, mention number & date.	
21.	Audited balance sheet for last three years to be enclosed.	
22.	Solvency Certificate	
23.	GST Registration	



Annual turnover for the last 3 years (Rs in lacs) :

Year ended	31.03.2021	31.03.2022	31.03.2023
Annual turnover			

NOTE: Separate sheets, documents, etc. in support of above can be enclosed.

Date:

Signature of authorized signatory with seal

Place:



PARTICULARS IN RESPECT OF SIMILAR WORKS COMPLETED FOR THE LAST 7 YEARS (WORK ORDERS & WORK COMPLETION CERTIFICATE TO BE ENCLOSED)

Sl no	Name of work/project with address	Description of work executed	Name and address of the clientele	Time of completion
1	2	3	4	5

OTHER RELEVANT INFORMATION

Sr. No	Particulars	Details	Remarks
1.	List of major production equipment in possession of the firm		
2.	List of testing Instruments		
3.	List of Laboratory equipment		



INSTRUCTIONS TO TENDERERS

Tenders are invited for **Prequalification & tender for Supply, Installation, Testing and commissioning of LED Digital Signage at various Branches under control of LHO Guwahati** along with pre-qualification from having similar experience in the supply Installation Testing and commissioning of LED digital wall/ signage.

1. Tenders should be submitted in Tender Box kept at LHO Building Ground Floor from 16.12.2023 to 05.01.2024 upto 3.00 pm. The Technical bid will be opened on 05.01.2024 at 4:00 pm. The date of conducting price bid will be intimated to technically qualified bidders.

2. EMD amount to **Rs 85000/-** should be deposited and proof of the same should be attached with Technical Bid Document otherwise the tender is liable for rejection.

3. The successful tenderer will have to pay an amount of **Initial Security Deposit**, which shall be 2% of the accepted value of the tender including the EMD. The Initial security deposit is to be paid by the Contractor to the Bank within 15 days of intimation of the acceptance of the tender. No interest is allowed on the above said security deposit (EMD, ISD)

4. a. For Supply

Retention Money: an amount at the rate of 10% of the gross value shall be recovered as retention money including the EMD and ISD. This amount is called as Total Security Deposit, which consists of three components

- a) EMD - Earnest Money Deposit.
- b) ISD - Initial Security Deposits.
- c) RM - Retention Money.

The total security deposit will be kept with the Bank till warranty period. Total Security Deposit shall be refunded without interest to the contractor on completion of defects liability period (Two year), provided he has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract. In case of failure on the part to do so, the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit due to the contractor.

5. The scope of work is to carry out for the Proposed LED digital signage at various Branches under control of SBI LHO Guwahati.

- a) Firm should visit the identified Branches and assess the size of the Board required and get the approval from the Branch Manager
- b) Obtain statutory approval from the Govt. authorities, Traffic, RTA and any other salutatory and regulatory body etc.
- c) Supply, Install, Testing commissioning of Digital Signage including software support
- d) Framing of the raw videos/ advertisement to required resolution in the Board
- e) Providing high security software and software support along with hardware support
- f) Replacement of faulty/ failure modules and upkeep the board 24X7X365 days

6. The acceptance of a tender will rest with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
7. All compensation or other sums of money payable by the Contractor to Clients under the terms of this contract may be deducted from the security deposit, or from any sum that may be or may become due to the Contractor on any account whatsoever. In the event of the Security Deposit being reduced by reasons of any such deductions, the Contractor shall within 7 days of being asked to, make good in the form of a DD any sum which have been deducted from his security deposit.
8. Tender containing any condition leading to unknown / indefinite liability, are liable to be summarily rejected.
9. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
10. The tenderer should quote their (own) rates for undertaking the work.
11. GST as applicable will be reimbursed by bank as specified in NIT.
12. I.T. will be recovered as applicable as per Government Rules
13. Time is the essence of the contract. The work should be completed in **Three (3) weeks** from the date of the work order issued to the contractor to commence the work. The successful Contractor will have to give CPM/PERT chart of various activities of works to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 7 days from the date of acceptance of the tender.
14. Tenders for works shall remain open for acceptance for a period of 90 days from the last date of tenders. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and condition of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy is at liberty to forfeit the earnest money.
15. The successful tenderer, after the work is awarded, will have to enter into an agreement with the competent authority of the bank.
16. The tenderer should visit the site to ascertain the working conditions and local authority regulations / restrictions if any and other information required for the proper execution of the work.
17. The work may be carried out on any floor level as per site condition. Please note that materials and machines are required to be carried on head load and the same must be accounted in the costing. Please note that no separate cost shall be allowed for head load.



18. The work has to start within 7 (Seven) Days from the date of receipt of work order/ mark out at site; whichever is later. In case of work not being started within this stipulated period, the bank reserves the right to cancel the work order duly forfeiting the Earnest money deposit
19. No employee of the Bank is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.
20. Bank has the right to offer the contractor to modify the old material wherever/ whenever necessary instead of new supplies
21. The tenders shall summarily rejected, if any one of the above said requirements has not been complied with.
22. The contractor should fulfill the labour regulation guidelines stipulated by the governments
23. No advance payment in any form will be granted for the works proposed
24. Period of taking up the final bill will be one month from/ after satisfactory virtual completion or the date of submission of the final bill whichever is later.
25. Contractor is advised to not to engage child labour during the contract period
26. Bank has the right to terminate the contract by giving notice depends upon the performance
27. All digital signage displays are to be connected to the network provided and maintained by vendor. The content server capable of handling the data content demands of this proposal.
28. The network connectivity through SIM based or by other media and content server is within the scope of the vendor.
29. The bidder should be able to remotely reconfigure, maintain, manage digital signage hardware and software and should make system available at the displayed locations. This should include switching on and off of the equipment on daily basis at stipulated time. The vendor should also provide access rights to SBI authorities for monitoring purpose. Month wise log report to be submitted.

Assistant General Manger (P&E)
LHO Guwahati

READ, UNDERSTOOD AND ACCEPTED



SPECIAL CONDITIONS TO THE CONTRACT

1 Permits, Laws and Regulations:

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

2 Setting out Work:

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

3 Protection of works and property:

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect 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 contractor shall take all precautions for safety and protection 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 in and about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the contractor and the SBI and the original policy may be lodged with the SBI.

4 Inspection of work:

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

5 Assignment and subletting

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

6 Quality of materials, workmanship & Test

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

7 Quality of materials, workmanship & Test

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

ii) Samples

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

iii) Cost of tests

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

iv) Costs of tests not provided for

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

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

8 Obtaining information related to execution of work

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

9 Contractor's superintendence

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

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

10 Work by other agencies

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

11 Insurance of works

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

- a) The Works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be effected with an insurer and in terms approved by SBI which approval shall not be unreasonably withheld and the contractor shall whenever required, produce to the Architect / consultant the policy of insurance and the receipts for payment of the current premiums.

Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI to execute the works or any part thereof on, over, under, in or through any lands.

- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract

- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

Contractor to indemnify SBI

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25.2 of this clause.

Contractor's superintendence

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

Third Party Insurance

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

Minimum amount of Third-Party Insurance

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

The minimum insurance cover for physical property, injury, and death is ₹5 Lakh



per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

Accident or Injury to workman:

The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBI or their agents, or employees. The contractor shall indemnify and keep SBI indemnified 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.

Insurance against accidents etc. to workmen

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

Remedy on contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

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

12 Commencement of Works:

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

13 Time for completion

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **Three (3) Weeks** from the date of commencement. If required in the contract or as directed by the Bank/Architect / consultant. The contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

14 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Bank/Architect / consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Bank/ Architect / consultant. However, the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Architect / consultant at no extra cost to the SBI. All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

15 No compensation or restrictions of work

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

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

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

16 Suspension of work

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

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

- i) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

17 Action when the whole security deposit is forfeited

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

- a) To rescind the contract (of which rescission notice in writing to the contractor by - Architect / consultant shall be conclusive evidence) and in which case the security, deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or part of the work, by debiting the contractor with the cost of the labour and materials cost of such labour and materials as worked out by the Architect/consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract certificate of Architect /Consultant as to the value of work done shall be final conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (The amount of which excess the certificates in writing of the Architects / consultant shall final and conclusive) shall be borne by original contractor and may be deducted 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 contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect / consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

18 Owner's right to terminate the contract

If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect / Consultant that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the Architect / Consultant or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

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

- a) has abandoned the contract; or
- b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI through the Architect / consultant written notice to proceed, or
- c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Architect / Consultant that the said materials were condemned and rejected by the Architect/consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI or Architect's / consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the Architect / consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect / consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had



been executed by or on behalf of the contractor. And, further the SBI through the Architect / consultant their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.

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

19 A. Settlement of Disputes and Arbitration

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

If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The Assistant General Manager (Premises & Estate Dept.), State Bank of India, Local Head Office, Guwahati. And endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the SBI be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to The Assistant General Manager (Premises & Estate Dept.) Local Head Office, Guwahati in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to The Assistant General Manager (Premises & Dept.) Local Head Office in writing in the manner and within the time aforesaid.

B. Settlement of Disputes and Arbitration

The Assistant General Manager (Premises & Dept.) Local Head Office, Guwahati shall give his decision in writing on the claims notified by the

contractor. The contractor may within 30 days of the receipt of the decision of The Assistant General Manager (Premises & Dept.) Local Head Office, Guwahati submits his claims to the conciliating authority namely the General Manager /Deputy General Manager (Premises & Estate Dept.) Local Head Office, Guwahati for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises & Estate Dept.) Local Head Office, Guwahati.

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

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

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

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

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

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

20 Water Supply

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

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect / consultant's.
- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect / consultant is unsatisfactory.

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

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

21 Power Supply

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

22 Treasure Trove etc.

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

23 Method of Measurement

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

24 Force Majeure

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



complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

As soon as the cause of force majeure has been removed the party whose ability to 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.

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.

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

25 Local laws, Acts Regulations:

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

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

26 Accidents

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

27 The contractors 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 or 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 Authorized Signatory along with Seal)

Name of authorized signatory:

Designation of Authorized 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:



ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____ 2023 between _____ of _____

(SBI, Branch Manager, hereinafter called the "Employer") of the one part and _____ of _____ (hereinafter called "The Contractor") of the other part, whereas the Employer is desirous of getting the work of " _____

"executed and has caused drawings, conditions of contract, specifications and schedule of quantities etc., describing the works prepared by **Bank**.

AND WHEREAS the SAID DRAWINGS numbered as per list attached inclusive of and the conditions of contract, specifications and schedule of quantities etc., have been signed by or on behalf of the parties hereto.

AND WHEREAS THE CONTRACTOR has agreed to execute upon and subject to the conditions set forth in the Schedule hereto (hereinafter referred to as "Said Conditions") the works shown upon the said drawings and described in the same specifications and included in the said schedule of quantities for such sum as may be ascertained to be payable in terms of the Bills of Quantities, and which sum is estimated to be Rs. _____ (Rupees _____ (hereinafter referred to as "Said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said sum 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 in the said drawings and described in the said specifications.
2. The Employer shall pay the contractor the said sum or such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. Tender documents containing work order Notice to the Contractor, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Specifications and Schedule of Quantities with the rates entered therein, shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively in such conditions contained.
4. The contract is neither a fixed lumpsum contract or a piece work contract, but is



a contract to carry out work in respect of the entire works to be paid for according to actual measured quantities, including variations from BOQ at the rates contained in the Schedule of rates and Probable bill of quantities or as provided in the said conditions.

- 5. The Employer through the Architect, reserves to himself the right of altering the drawings and natures of the work, of adding/substitution to or omitting any items of work or having portions of the same carried out through alternate agencies without prejudice to this contract.
- 6. Time shall be considered a the essence of this agreement and the contractor hereby agrees to commence the work soon after the site is handed over to him but within **21** days reckoned from the date of issue of work order to execute the work, as provided for in the said conditions and complete the entire work in **21 days** subject to nevertheless to the provisions for extension of time.
- 7. This agreement and contract shall be deemed to have been made in Guwahati and any questions or dispute rising out of or in any way connected with this Agreement and Contract shall be deemed to have arisen in Guwahati and only the courts in Guwahati shall have jurisdiction to determine the same. The limitation period will be 90 days from the date of dispute having arisen.

AS WITNESS our hand this _____ day of _____ 2023

Signed by the said in the presence of:

WITNESS: SIGNATURE

NAME :

ADDRESS:

EMPLOYER

WITNESS: SIGNATURE

NAME :

ADDRESS:

S No	Description	P4 (Outdoor)	Compliance (Yes/No)	Remarks
1	Pixel Pitch	4mm		
2	Pixel density	≥62500 Dots/Sq Mtr		
3	LED Lamp	SMD 2525		
4	Configuration	1R1G1B		
5	Size	320X160mm		
6	Weight	≤0.50 Kg		
7	Structure	Lamp & IC in same PCB		
8	Resolution	80*40=3200 Dots		
9	Max Current	<10.34A		
10	Input Voltage	4.5 V		
11	Power Consumption	<47W		
12	Driving Mode	Constant Current		
13	Brightness	>4500 cd/m ²		
14	Bright Variation	20-100%		
15	Brightness Uniformity	>0.95		
16	Horizontal Viewing angle	120-140 Deg		
17	Vertical Viewing Angle	120-140 Deg		
18	Best Viewing distance	>4M		
19	Black Spot Ratio	<0.0003		
20	Max Power Consumption	<909 W/m ²		
21	Operation Environment	Outdoor		
22	Gray Scale	14-16 Bits (RGB Each)		
23	Display Colour	≥4000 Billion		
24	Refresh Frequency	3840 HZ		
25	Life Span	>100000 Hours		

Technical Specs Server (Cloud)		COMPLIANCE (YES / NO)
1	Cloud Hosting on reputed hosting services like AWS / Azure / Google etc. which can scale to support up to 10000 screens as the screen network grows without latency	
2	Robust Business Continuity & Disaster Recovery Set-up	
3	Backup: Weekly Backup ,3 Month Backup will be kept	
4	Load Balancing of Application Requests	
5	Security and network access Control	
6	99.00 % Uptime	
7	Server to be hosted in India	
8	Unlimited Displays to be controlled	

	CONTENT MANAGEMENT SOFTWARE FEATURES	COMPLIANCE (YES / NO)
1	The system should provide a consistent and easy to use solution with web based graphical user interface	
2	Cloud Based Solution: Server to be hosted on the cloud and hence there is no downtime or limit on the no. of players on the network. Dedicated server on the cloud.	
3	Multi-Level Role based user access : Administrator will have all the rights and he can create users/user groups and assign rights, user access can be provided for a player, group of players or each module like playlist creation, layout management, reports etc.	
4	Maker Checker: Different roles for content creator and content approver required. No content can be pushed without approvers consent	
5	Secured Content Download through HTTPS (443 Port) only. (No Unsecured/Unencrypted communication like FTP, Allowed)	
6	Easy and intuitive interface for scheduling content on as per time, date, display, drag and drop templates etc.	
7	Divide your screen the way you want in to as many regions as required & populate images, videos, flash, etc. in these regions using drag-and-drop interface	
8	Integration with Queue Management System possible without any modification in the current existing software- Additional Feature	
9	Group displays and schedule same content at once	

	to all the displays in the group	
10	Show content in horizontal/vertical formats in any required aspect ratio and resolution.	
11	Supports content push from server & well as pull from the mediaplayer.	
12	Drag and Drop feature to create a playlist, modify the position of the files in the playlist.	
13	Content Support: Supports playback of most media formats as follows :o Video Formats: wmv, avi, mpg, mpeg, flv, mov, mp4, mkv, vob, 3gp o Image Formats: jpg, bmp, png, gif, tiff, tifo FlashFormat: swfo Text: Show static as well as scrolling text (Tickers)o Adobe: pdf	
14	Integrations with Social Media Feeds like Facebook, Instagram, Bank's APIs, Streaming Services like Cricket or News Feeds, Live Video Streaming like Youtube Live, Facebook Live etc.	
15	Dynamic Data: Playback available for the following dynamic data Webcasting: Show feed of live events received via a streaming server Embedded HTML Feed from microblog (Twitter)o Feed from any Webcam RSS (Really Simple Syndication) Feed: Changeable interval based updating of RSS Feed	
16	Over the air Software and OS updates	
17	Centrally turn ON/OFF Displays (Can be scheduled or on demand through commands)	
18	Centrally turn ON/OFF USB Ports / HDMI Ports / other Ports (Can be scheduled or on demand through commands)	
19	Smart Content Download : Schedule time to download content as per bank guidelines, distribute bandwidth equally amongst connected displays for better bandwidth utilisation, Resume downloads in case of connectivity issues	
20	Smart Delete of content: Smart delete function deletes content which is not in use from media players. However all the deleted files will be available for re-downloading?	
21	Inbuilt Media player	
22	CMS should throw dashboard notifications and send emails in case of:	
A	Display Offline in working hours	
B	Media Player Offline in working hours	
C	Content Not Downloaded for more than 24 Hours	
D	Server overload	
E	Hard disk space running out	
23	Default display in case of content not available	

	Content Management Service	COMPLIANCE (YES / NO)
1	Upload Content by vendor which is received from SBI Team.	
2	Create Layouts and Customise them as per SBI Requirements	
3	Schedule the layouts as directed by the SBI Team	
4	Check Application Server.	
5	Check MYSQL Size (Log Files backup weekly once).	
6	Send Mail to Disconnected branches of SBI	
7	Send connected and disconnected branches list to Reporting Personals	
8	Provide Support to SBI - Attend all Support Related calls from SBI Branches	
9	Check version updated media players and add displays to display profile	
10	Send daily report to Dedicated Officials.	
11	Create summary of all status on a Monthly Basis.	
12	Provide 4G Data dongle with Data Plan for each screen and connect screen to server (Dongle should draw power from the screen's USB port, additional AC power source for dongles will not be provided)	



DECLARATION

To
ASSISTANT GENERAL MANAGER
Premises & Estate Department
3rd Floor, SBI Guwahati LHO Building,
P.O. Assam Sachivalaya,
Dispur-781006

NAME OF THE WORK: PRE QUALIFICATION OF VENDOR AND TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LED DIGITAL SIGNAGE TO STATE BANK OF INDIA BRANCHES AND OFFICES UNDER LHO GUWAHATI

I/We_____have inspected the site of work(s) and have made myself / ourselves fully acquainted with the local conditions in and around the sites of works(s). I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Conditions of Contract, Technical Specifications and understood the same.

We accept all the terms and conditions of tender documents. We will abide by the technical specification mentioned in the tender. We here by undertake to use only specified material/ make as per the tender schedule.

For any type of deviation (to any of above or subsequent instructions), it will be my/ our responsibility to obtain the written instruction of the Bank for the same failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace all deviated material/ works from the site at my/ our cost as well as I shall be liable to be penalized by the employer as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

I/We shall also uniformly maintain such progress as may be directed by the Employer / Architect to ensure completion of same within the target date as mentioned in the tender document.

Witness:

Signature of

Tender Address_____

Date: _____

Comprehensive Annual Maintenance Contract (C-AMC) for Digital Signage covers the following scope of work.

1. The vendor shall provide maintenance service to keep the LED Digital signage in good and efficient working condition covered under this contract. In addition to this, the vendor should provide preventive and corrective maintenance of LED Digital signage and should get verified from authorized official of the concerned firm. He should also carry out necessary repairs and provide suitable replacement (equivalent or higher configuration) of defective part(s) / equipment as required.
2. The AMC is comprehensive i.e. no cost of parts replaced by vendor will be borne by SBI.
3. The break down calls registered by users must be attended promptly and if they are not rectified within one day, the vendor shall provide a suitable replacement for the defective LED Digital signage. Maintenance of all the LED Digital signage pertaining to these would be the responsibility of the vendor.
4. Agreement between vendor and SBI will remain in force for period of one (1) year from the end of defect liability period.
5. LED Digital signage at new location if Branch shifted to new location with extra cost. The equipment however will continue to be under AMC at the new location.
6. The firm has to provide a new equivalent parts / items with higher specifications available in the market as standby of the faulty items inside the SBI premises. No LED Digital signage will be allowed to go outside of SBI for repair,
7. If the LED Digital signage is not repaired within 1 working day after reporting the complaint, the LD charge will be levied at the rate of specified in the NIT and thereafter it can be repaired from outside at the risk and expense of the firm.
8. The vendor will be responsible for any mishap or accident or untoward incidence during the maintenance of machine which may occur due to negligence of the service engineer.
9. The vendor shall be responsible for the discipline and good conduct of their service engineers.
10. Vendor should have enough spare parts of LED Digital signage at their service centre so that LED Digital signage could be repaired timely. Vendor has to maintain the service center in Guwahati till end of the AMC period.
11. The firm shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if any in doubt shall bring it to the notice of the SBI authorities without delay. In case of any contradictions, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained. The administration's decision in such cases shall be final.
12. The preventive maintenance (PM) to be carried out once in 3 month. The preventive maintenance includes following:
 - i. Cleaning of LED Digital signage
 - ii. Checking fitment of internal and external hardware and heating of the system



- iii. Cleaning of PCBs if any and operating power parameters.
 - iv. Break up call shall be attended immediately.
 - v. Checking of input /output voltage of batteries
13. Service engineer should submit JOB COMPLETION CERTIFICATE certified by user at each complaint. The one copy of certificate to be retained by user group and another to be given to the officer nominated for compilation of job work and to release the payment.
14. Payment will be made on quarterly basis after submitting preventive maintenance report of all the LED Digital signage.
15. Service engineer has to display their phone numbers at Branch under C-AMC under intimation to in-charge officer for preparing necessary security clearance.
16. No transport will be provided to the service engineer for maintaining LED Digital signage. The engineer shall use his own vehicles for reporting. No transportation allowances will be allowed.
17. Engineers must be fully equipped with maintenance tool kit and accessories.
18. Any untowards incidents in respect of service engineers will be the sole responsibility of the service provider. Engineers should be suitably covered for insurance.

I/We hereby declare that I/we have read and understood the above instructions.

Signature of the Contractor



SCHEDULE OF QUANTITIES
SAMPLE PRICE BID (NOT TO BE FILLED)

S. No.	DESCRIPTION	UNIT	Qty	Rate	AMOUNT (in Rs)
1.	Supply, Installation, Testing and Commissioning of following active LED digital signage at various Branches under control of LHO Guwahati metro. The scope of work includes controller, SIM card, Software, remote controller, onsite maintenance, statutory approvals viz GMC/ LOCAL MUNICIPAL AUTHORITY / RTO as a package				SAMPLE FORMAT OF PRICE BID. BIDDERS ARE INSTRUCTED NOT TO FILL IT.
A	P 4 mm outdoor Active LED panel with 5 Year warranty	Sft	1		
B	Comprehensive Annual Maintenance Contract for the above LED Display for four years after the 5 years warranty period as per the attached C-AMC instructions				
	6th Year	Sft	1		
	7th Year	Sft	1		
	8th Year	Sft	1		
	9th Year	Sft	1		
	10th Year	Sft	1		
	Total A+B				
	Grand Total				

NOTE:

1. Lowest rate (L1) shall be evaluated based on Grand total.
2. Above price should be inclusive of each and every charges and salutatory approvals. SBI should not be liable to pay any extra charges beyond price quoted above.
3. The quantity is for calculation purpose only. Actual SFT for each Branch may vary depends upon the frontage of the Branch.
4. Rates quoted shall be excluding GST, applicable as per the guidelines of the Govt. of India.
5. While quoting the prices, the quality of material and works shall be confirming to the applicable standards.
6. SBI reserves the right to utilize L1 Rates for the Phase-II of project within One-year Time period from Tender opening date, which will be allotted as per above clause.
7. Payment will be released after successful installation and receipt of necessary statutory approvals.
8. LED board Health log report should be submitted every month

Signature of the Contractor