



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

HEAD OFFICE:  
GROUND FLOOR RAHEJA CHAMBERS,  
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**TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF (1) DISPLAY UNITS-7 NOS (2) PROJECTOR 1 NO (3) POLYCOM CONFERENCE PHONE 2 NOS AT YONO PROJECT DEPT, THURBE, NAVI MUMBAI.**

**Part – 1 (Technical Bid)**

**TENDER SUBMITTED BY:**

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

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

\_\_\_\_\_

\_\_\_\_\_

GSTIN NO. : \_\_\_\_\_

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

EMAIL ID : \_\_\_\_\_

CONTACT NO : \_\_\_\_\_

**SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.**  
**Circle Office, 1st Floor, 'C' wing State Bank Global IT Center,**  
**Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614.**  
**Tele:- 022 27537416**



### NOTICE INVITING TENDERS

#### TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF (1) DISPLAY UNITS (2) PROJECTOR (3) POLYCOM CONF PHONE AT YONO PROJECT DEPT, THURBE, NAVI MUMBAI.

SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS) on behalf of State Bank of India Invites "online item rate e-Tender" for captioned work from reputed manufacturers or their authorised dealers in Mumbai, Navi Mumbai, Thane, Pune. **(Dealers should attach dealership certificate /letter from manufacturer authorising them to participate in this tender/ work)**

The details of tender are as under:

S.No.	Description	Details
1.	Name of work	Tender For Supply, Installation, Testing And Commissioning Of (1) Display Units-7 nos (2) Projector 1 no (3) Polycom Conference Phone 2 nos At Yono Project Dept, Thurbe, Navi Mumbai.
2.	Nature of Work	Supply, Installation, Testing and Commissioning
3.	Time allowed for completion	<b>25 days</b>
4.	Cost of Tender Documents (Processing Fee) non-refundable	N/A
5.	Earnest Money Deposit	N/A
6.	Initial Security Deposit	N/A
7.	Date of issue of tender documents from Bank's website	
	(a) <b>Technical Bid</b> (Part-1)	06.03.2019 to 13.03.2019 from Bank's website <a href="http://www.sbi.co.in">www.sbi.co.in</a> under <Link>procurement news.
	(b) <b>Price Bid</b> (Only for bidders qualified in Technical bid)	13.03.2019
8.	Last date & time for submission of Technical bid	13.03.2019 by <b>3.00 PM</b>
9.	Date of Opening of Technical Bid	13.03.2019 by <b>3.30 PM</b>
10.	Address at which Technical bid-Part-1 (hard copy) along with <u>EMD, tender document and indicative price as per tender format</u> has to be submitted.	Vice President & Circle head, SBIIMS, 1st Floor, 'C' wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614.
11.	Intimation to Technically Qualified bidders	Shall be communicated by e-mail
12.	Date & time of E TENERING	N/A

13.	Place of opening of tender	Vice President & Circle head, SBIIMS, 1 <sup>st</sup> Floor, 'C' wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614.
14.	Liquidated Damages	
15.	Defects liability period	12 Months from the date of Virtual Completion
16.	Validity of offer	90 days from the date of opening of Price-bid
17.	Value of Interim Certificate	<b>Rs.10 Lakhs.</b> No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances
18	<b>Price Bid (Part-2)</b>	

19. Tenders can be downloaded from the bank's website [www.sbi.co.in](http://www.sbi.co.in)(link) <Procurement News>. It shall be responsibility of the contractor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages may be disqualified.
20. The contractor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages.
21. As the works will be carried-out in the operational office thus proposed works need to be planned carefully and majorly to be done **before/ after office working hours & on holidays only**.
22. Tenders received without EMD and Cost of Tender Documents shall be summarily rejected and such tenders shall not be allowed to participate in the online price bidding process.
23. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
24. SBIIMS Pvt. Ltd. has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.

Yours Faithfully,

**Vice President & Circle head**  
SBI Infra Management Pvt. Ltd.  
GITC Circle office,  
Belapur.

#### **ARTICLES OF AGREEMENT**

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

SBIIMS, GITC, CBD BELAPUR

Signature of Contractor with Seal



ARTICLES OF AGREEMENT made the \_\_\_\_\_ date of \_\_\_\_\_ between SBIIMS PVT.LTD., on behalf of SBI, having its office at Mumbai hereinafter called "the Service Provider" of the One Part and

\_\_\_\_\_, WHEREAS the SBIIMS PVT.LTD. Is desirous of \_\_\_\_\_ and has caused specifications describing the work to be done to be prepared by SBIIMS.AND WHEREAS the said Drawings numbered \_\_\_\_\_ to \_\_\_\_\_ inclusive, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
- 2) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
- 3) The term "The Architects" in the said Conditions shall mean the **SBIIMS**, or in the event of their ceasing to be the Architects for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer, PROVIDED ALWAYS that no person or persons subsequently appointed to be Architects under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the outgoing Architects for the time being.
- 4) The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.
- 5) The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
- 6) This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work in respect of the entire building complex to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities and Rates or as provided in the said Conditions.
- 7) The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of lifts, Telephone, electrical installations, fittings air-conditioning and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.
- 8) The SBIIMS Pvt. Ltd. reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
- 9) Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 14<sup>th</sup> day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 25 **days** subject to nevertheless the provisions for extension of time.
- 10) All payments by the SBI under this Contract will be made only at Mumbai.
- 11) All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and only the Courts in Mumbai shall have jurisdiction to determine the same.
- 12) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

SBIIMS, GITC, CBD BELAPUR

Signature of Contractor with Seal



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

**SIGNATURE CLAUSE**

SIGNED AND DELIVERED by the

\_\_\_\_\_ By the  
(Employer)

hand of Shri \_\_\_\_\_  
\_\_\_\_\_  
(Name and Designation)

(Signature of Employer)

In the presence of:

1) Shri / Smt. \_\_\_\_\_

(Signature of Witness)

Address \_\_\_\_\_  
\_\_\_\_\_  
(Witness)

SIGNED AND DELIVERED by the

\_\_\_\_\_ by the  
(Contractor)

(Signature of Contractors)

In the presence of:

Shri / Smt. \_\_\_\_\_

(Signature of Witness)

Address \_\_\_\_\_  
\_\_\_\_\_  
(Witness)

**INSTRUCTIONS TO THE TENDERERS**

**1.0 Scope of work**

Sealed Tenders are invited by SBIIMS, on behalf of SBI Supply, Installation, Testing And Commissioning Of (1) Display Units-7 nos (2) Projector 1 no (3) Polycom Conference Phone 2 nos at Yono Project Dept,Thurbe,Navi Mumbai as per tech specs enclosed.

**1.1 Site and its location**

The proposed work is to be carried out at Yono Project Dept at Turbe,Navi Mumbai

**2.0 Tender documents**

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

- Instructions to tenderers
- General conditions of Contract
- Priced bid

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

a) Price Bid



- b) Technical specifications
- c) Special conditions of contract
- d) General conditions of contract
- e) Instructions to Tenderers

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

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

### 4.0 Earnest Money

4.1 The tenderers are requested to submit the Earnest Money of **Nil by means of Demand Draft / Pay Order** (Valid for a period of 180 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn **in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.**

4.2

### 5.0 Initial/ Security Deposit

### 6.0 Security Deposit

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

### 7.0 Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 10 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

### 8.0 Completion Period

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **25 days** from the date of award of work.

### 9.0 Validity of tender

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

### 10.0 Liquidated Damages

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

### 11.0 Rate and prices:

11.1 In case of item rate tender

11.1.1 The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed. The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

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

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly. The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/ SBIIMS Pvt. Ltd.

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

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

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

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

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

### **GENERAL CONDITIONS OF CONTRACT**

**1.0 Definitions** "Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI Infra Management Solutions Pvt. Ltd. (client) and the contractor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects / Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1.1 'SBIIMS' shall mean SBI Infra Management Solutions Pvt. Ltd. (Service Provider) having its Head Office, Ground Floor, Raheja Chambers, Free Press Marg, Nariman Point, Mumbai- 400 021 and Circle office at GITC,Belapur,Navi Mumbai and includes the client's representatives, successors and assigns.

1.1.2 SBIIMS shall mean **SBI INFRA MANAGEMENT SOLUTION PVT. LTD.,** Mumbai.

1.1.3 'Site Engineer' shall mean an Engineer appointed by the SBIIMS at site as their representative for day-to-day supervision of work and to give instructions to the contractors.

1.1.4 'The Contractor' shall mean the individual or firm or company whether incorporate not, undertaking the works and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.



The expression 'works' or 'work' shall mean the permanent or temporary work description in the "Scope of work" and / or to be executed in accordance with the contract includes materials, apparatus, equipment, temporary supports, fittings and things of kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.5 'Engineer' shall mean the representative of the Architect/consultant.

1.1.6 'Drawings' shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time 'Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions there to or deductions there from as may be made under the provide herein after contained.

1.1.7 Specifications' shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Architect/ Consultant.

1.1.8 "Month" means calendar month.

1.1.9 "Week" means seven consecutive days.

1.1.10 "Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

1.1.11 "SBIIMS's Engineer" shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the M.D. & CEO, SBI Infra Management Solutions Pvt. Ltd.

1.1.12 The following shall constitute the Joint Project Committee (herein under referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the Architects Site Engineer / PMC and other consultants / contractors engaged in the execution of the project.

- i) Vice President – Circle Head of SBIIMS Pvt. Ltd.
- ii) SBIIMS Engineer (Civil and Electrical) in-charge of the Project,

## **CLAUSE**

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.
- a) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted: In case of difference between rates written in figures and words, the rate in words shall prevail.
- b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

### **4.0 Scope of Work:**





The contractor shall carryout complete and maintain the said work in every respect strictly accordance with this contract and with the directions of and to the satisfaction Bank to be communicated through the architect/consultant. The architect/consultant at the directions of the SBIIMS from time to time issue further drawings and / or write instructions, details directions and explanations which are here after collectively references to as Architect's /consultant's instructions in regard to the variation or modification of the design, quality or quantity of any work or the addition or omission or substitution work. Any discrepancy in the drawings or between BOQ and / or drawings and / or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and / or re-executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

**5.0 i) Letter of Acceptance:**

Within the validity period of the tender the SBIIMS shall issue a letter of acceptance directly or through the architect by registered post or otherwise depositing at the of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a bind contract between the SBIIMS and the contractor.

**ii) Contract Agreement:**

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

**8.0 Liquidated damages:**

If the contractor fails to maintain the required progress in terms of clause 6. 0 of GOC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBIIMS Pvt. Ltd. on account of such breach to pay a liquidated damages at the rate of 0.50% of the contract value which subject to a maximum of 5% of the contract value.

**9.0 Materials, Appliances and Employees**

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the SBIIMS Pvt. Ltd. /Architect/ consultant he shall be removed from the site immediately.

**10.0 Permits, Laws and Regulations:**

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBIIMS Pvt. Ltd. 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 SBIIMS Pvt. Ltd. any legal actions arising there from.

**11.0 Setting out Work:**

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof

**12.0 Protection of works and property:**

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

**13.0 Inspection of work:**

The SBIIMS Pvt. Ltd. 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 SBIIMS Pvt. Ltd./Architect/consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBIIMS Pvt. Ltd./ Architect /Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's Organization a wing of Central Vigilance commission.

**14.0 Assignment and subletting**

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

**15.0 Quality of materials, workmanship & Test**

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

**ii) Samples**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the 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 architect / consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect / Consultant

for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The 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 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.

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

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

**17.0 Contractor's superintendence**

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

**18.0 Quantities**

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provision sums, if any, shall be excluded.

**19.0 Works to be measured**

The Architect/Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a quantity representative to assist the Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detail in the specifications. The representative of the Architect / Consultant shall take measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the M book



should the contractor not attend or neglect or omit to depute his representative to take measurements the measurements recorded by the representative of the Architect / consultant shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

## 20.0 Variations

No alteration, omission or variation ordered in writing by the Architect / consultant vitiates the contract. In case the SBIIMS Pvt. Ltd. / Architect / Consultant thinks proper at any during the progress of works to make any alteration in, or additions to or omission from the works or any. alteration in the kind or quality of the materials to be used therein, the Architect / Consultant shall give notice thereof in writing to the contractor shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/ Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect / Consultant and the same shall be added to or deducted from the contract value, as the case may be.

## 21.0 Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect / Consultant with the concurrence of the SBIIMS Pvt. Ltd. as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- a) (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.  
  
(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of Works are carried out, otherwise the prices for the same shall be valued under sub-Clause 'c' hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/ consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/ consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender, of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect /consultant at or before the end of the week following that in which the work has been executed.

- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the 'market rate basis for material, labour hire / running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall, not be eligible for escalation.

#### 22.0 Final **measurement**

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

#### 23.0 Virtual **Completion Certificate (VCC)**

On successful completion of entire works covered by the contract to the full satisfaction of the SBIIMS Pvt. Ltd., the contractor shall ensure that the following works have been completed the satisfaction of the SBIIMS Pvt. Ltd.:

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

Upon the satisfactory fulfillment by the contractor as stated above, the contractor is entitled to apply to the Architect / consultant is satisfied of the completion of work. Relative to which the completion certificate has been sought, the Architect/ consultant shall within fourteen (14) days of the receipt of the application for completion certificate, issue a VCC in respect of the work for which the VCC has applied.

This issuance of a VCC shall not be without prejudice to the SBIIMS's rights and contractor liabilities under the contract including the contractor's liability for defects liability nor shall the issuance of VCC in respect of the works or work at any site be construction as a waiver of any right or claim of the SBIIMS Pvt. Ltd. against the contractor in respect of or work at the site and in respect of which the VCC has been issued.

#### 24.0 Work **by other agencies**

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



arrangement with the SBI. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

## **25.0 Insurance of works**

25.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBIIMS Pvt. Ltd. and the contractor against all loss or 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 SBIIMS Pvt. Ltd. and contractor are covered for the period stipulated in 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 the SBIIMS Pvt. Ltd. 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.

## **25.2 Damage to persons and property**

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

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

## **25.3 Contractor to indemnify SBIIMS Pvt. Ltd.**



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

#### **25.4 Contractor's superintendence**

The contractor shall fully indemnify and keep indemnified the SBIIMS Pvt. Ltd. against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBIIMS Pvt. Ltd. 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 SBIIMS Pvt. Ltd. if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect / consultant in this behalf.

#### **25.5 Third Party Insurance**

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

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

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

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

#### **25.7 Accident or Injury to workman:**

25.7.1 The SBIIMS Pvt. Ltd. shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBIIMS Pvt. Ltd. or their agents, or employees. The contractor shall indemnify and keep indemnified SBIIMS Pvt. Ltd. against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

##### **25.7.2 Insurance against accidents etc. to workmen**

The contractor shall insure against such liability with an insurer approved by the SBIIMS Pvt. Ltd. during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the architect / consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure 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 SBIIMS Pvt. Ltd. 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.

#### **26.0 Commencement of Works:**

The date of commencement of the work will be reckoned as the date, fifteen days from the date of award of letter by the SBIIMS Pvt. Ltd.

#### **27.0 Time for completion**

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 25 **days** from the date of commencement. If required in the contract or as directed by the Architect / consultant. The contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

#### **28.0 Extension of time**

If, in the opinion of the Architect/consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/consultant may submit a recommendation to the SBIIMS Pvt. Ltd. to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBIIMS Pvt. Ltd. through the Architect' Consultant 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 an', for the delays. The architect/consultant shall submit their recommendations to the SBIIMS Pvt. Ltd. in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 10.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

#### **29.0 Rate of progress**

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect / consultant should the rate of progress of the work or any part thereof be at any time be in the opinion the. Architect / consultant too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion the Architect / consultant shall thereupon take such steps as considered necessary by the Architect / consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect / consultant neither shall relieve. The contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

#### **30.0 Work during nights and holidays**

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the 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 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 SBIIMS Pvt. Ltd.

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

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

If at any time after acceptance of the tender SBIIMS Pvt. Ltd. shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. 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 bonafide 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 SBIIMS Pvt. Ltd. stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect / consultant shall be final.

### **32.0 Suspension of work**

- i) The contractor shall, on receipt of the order in writing of the 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 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 in that behalf by the 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.

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



If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect / Consultant that he is able to carry out and fulfill the contract, and to dye security therefore if 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 SBIIMS Pvt. Ltd. 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 SBIIMS Pvt. Ltd. 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 SBIIMS Pvt. Ltd. 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 SBIIMS Pvt. Ltd. or Architect's / consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBIIMS Pvt. Ltd. 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 SBIIMS Pvt. Ltd. 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 SBIIMS Pvt. Ltd. through the Architect / consultant their agents or 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 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 SBIIMS Pvt. Ltd. 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 SBIIMS Pvt. Ltd. sell the same by publication, 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 SBIIMS Pvt. Ltd. incidental to the sale of the materials etc.

### 35.0 Certificate of payment

The contractor shall be entitled under the certificates to be issued by the Architect / consultant to the contractor within 10 working days from the date of certificate to payment from SBIIMS

Pvt. Ltd. from time to time. The SBIIMS Pvt. Ltd. shall recover the statutory recovering other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect / consultant during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

The Architect / consultant shall have power to withhold the certificate if the work or in part thereof is not carried out to their satisfaction.

The Architect / consultant may by any certificate make any corrections required previous certificate.

The SBIIMS Pvt. Ltd. shall modify the certificate of payment as issued by the architect / consultant from time to time while making the payment

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the M books

The Contractor shall not submit interim bills when the approximate value of work done by him is less than **Rs. 10.0 Lakh**. The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect / consultant shall issue the certificate of payment within a period of two months. The SBIIMS Pvt. Ltd. shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

The contractor shall submit the interim bills in the prescribed format with all details.

#### **36.0 A. Settlement of Disputes and Arbitration**

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

If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The M.D.& C.E.O. SBIIMS Pvt. Ltd., Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai 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 SBIIMS Pvt. Ltd 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 M.D.& C.E.O. SBIIMS Pvt. Ltd., Head Office 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 M.D.& C.E.O. SBIIMS Pvt. Ltd., Head Office in writing in the manner and within the time aforesaid.

#### **B. Settlement of Disputes and Arbitration**

The M.D.& C.E.O. SBIIMS Pvt. Ltd., Head Office shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the M.D.& C.E.O. SBIIMS Pvt. Ltd., Head Office / Submit his claims to the conciliating authority

namely the M.D. & C.E.O. SBIIMS Pvt. Ltd., Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai. For conciliation along with all details and copies of correspondence exchanged between him and the SBIIMS Pvt. Ltd.

- iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned M.D. & C.E.O. of the SBIIMS Pvt. Ltd. for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the SBIIMS Pvt. Ltd shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the M.D. & C.E.O. and who will be of Deputy General Manager rank. It will also be no objection to any such appointment that the Arbitrator so appointed is a SBIIMS Pvt. Ltd., Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as SBIIMS Pvt. Ltd., 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 M.D. & C.E.O. of the SBIIMS Pvt. Ltd. Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such Chief General Manager 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 re-enactment 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 SBIIMS Pvt. Ltd. Officer.

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

### **37.0 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 at his own cost, the cost of running and maintenance of the plants are to be included in his tender prices, He shall pay all fees and charges required, by the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

### **38.0 Force Majeure**

- 38.1 Neither contractor nor SBIIMS Pvt. Ltd. shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However, a notice is

required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

38.2 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.

38.3 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.

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

#### 39.0 Local laws, Acts Regulations:

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

- i) Minimum wages Act 1948 (Amended) ii) Payment of wages Act 1936 (Amended) iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (amended) vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1963 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.

#### 40.0 Accidents

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

#### 41.0 Disposal of refuse

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the architect / consultant at his own cost.

#### 42.0 Approved make

The contractor shall provide all materials from the list of approved makes at his own cost.

#### 43.0 Procurement of materials

The contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the contractors account

#### 44.0 Excise duty, taxes, levies etc

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on works contract, excise duty, and octroi, payable in respect of materials, equipment plant and other

things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the SBIIMS Pvt. Ltd. shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statutory law during the currency of contract the same shall be borne by the contractor. However GST will be paid by the bank.

#### **45.0 Acceptance of tender**

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

### **TECHNICAL SPECIFICATIONS**

#### **I) DISPLAY UNIT 55'**

1. Screen Size : - 55'
2. Aspect Ratio : - 16:9
3. Backlight Scanning : - 100 Hz
4. Operating power : - 230 V ac, 50 Hz, 1 phase
5. Viewing Angle : - 178 / 178
6. Video in :-
7. Audio in :-
8. HDMI IN
9. RS 232
10. HDMI CEC
11. PC Audio in
12. Built in Speakers
13. Table Mount
14. Accesories such as power cord, remote etc
15. Operating Temp :- upto 50 degree C

#### **II) PROJECTOR:-**

- 1) Resolution :- 1280X800 or better
- 2) Brightness :- 3200 Lumens or better
- 3) Contrast Ratio :-10,000:1 or better
- 4) Aspect Ratio :- 16 :10
- 5) Accesories such as power cord, remote,celing mount accessories etc
- 6) Operating Temp :- upto 40 degree C
- 7) Positioning :- Ceiling mounted, desktop
- 8) Colors:- Full Color
- 9) Power Supply :- 230V+/-10%, 50Hz +/- 3%,1 phase A.C. supply
- 10) Built in Speaker
- 11) UHM Lamp
- 12) Terminals :- Audio i/p & o/p,Video i/p,Computer i/p,HDMI i/p,Lan Connector,USB,Audio i/p,Serial i/p,Monitor o/p

All the units shall be suitable for operation with 230V+/-10%, 50Hz +/- 3%,1 phase A.C. supply.



**Electrical Work:**

The electrical work will be carried out as per IE rules. The Employer will provide incoming cable with earthing for the unit. The further distribution of control cabling and earthing of GI shall be carried out by the contractor.

**LETTER OF UNDERTAKING**

To

Vice president & Circle head,  
SBIIMS, 1<sup>st</sup> Floor,  
'C' wing State Bank Global IT Center,  
Plot no.8, 9, 10, Sector 11,  
CBD Belapur,  
Navi Mumbai 400614.

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	<b>Proposed SITC of</b>
(b)	Earnest Money	n/a
(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	<b>25 Days</b>

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 SBIIM, the amount mentioned in the said contract.
2. I / We have deposited a sum of **Nil** of the total tender amount as Earnest Money with the SBI Infra Management Solutions Pvt. Ltd. on behalf of 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 Infra Management Solutions Pvt. Ltd. on behalf of SBI,
3. I/ We have read and understood various clauses of this tender and hereby submit our specific undertaking and concurrence in terms clause 6.2 of "Instruction to tenderer" to deposit **Additional Security Deposit(ASD)** of required amount as provided for in this tender and within the stipulated period, in case, my/our tender is found too low (i.e beyond 10% of the estimated cost), as a performance guarantee for due fulfillment of our contractual obligation for the project.
4. Further, under any circumstances, whatsoever, if I/We fail to comply the same including compliance of any such other conditions of tender within the stipulated time. I /We hereby, authorized SBIIMS to cancel my/Our tender, to forfeit my EMD/ISD/ASD and to take further



necessary action as deemed fit including debarring our firm from participating in SBIIMS future tenders/depaneling etc.

5. I/ We understand that as per terms of this tender, the SBIIMS 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/SBIIMS 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.

6. 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.

7. Our Bankers are :

i

The names of partners of our firm are:

i

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 Contractor.

#### **LIST OF MATERIALS OF APPROVED BRAND AND THEIR MANUFACTURERS**

<b><u>ITEM</u></b>	<b><u>MAKES</u></b>
1.Display units 55'	LG,Panasonic,Samsung,Sony
2.Projector	EPSON,PANASONIC,INFOCUS
3.Conferance Speaker Phone	Polycom

#### **Note:**

- i) The contractor should obtain prior approval from SBIIMSPL/ Consultants before placing order for any specific materials SBIIMSPL may / delete any of the makes or brands out of the above list.
- ii) All materials should conform to relevant standards and codes of BIS.
- iii) Materials with I.S.I. mark shall be used duly approved by the SBIIMSPL Engineer/Architect.
- iv) If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorised Distributor for authenticity and genuineness of the material for consideration and as per make approved by the SBIIMSPL. The same will not be considered for payment.





<b>Part – II</b>
<b>Price Bid</b>

Sl. No.	Description	Qty	Unit	Rate	Amount
<b>A</b>					
<b>1</b>	SITC of 55' Display Units as per Tender Specification. <b><u>Make and Model of item offered:-</u></b>	7	nos		
<b>2</b>	SITC of LCD Projector as per Tender Specs <b><u>Make and model of item offered:-</u></b> .....	1	nos		
<b>3</b>	SITC of Polycom Conference Speaker Phone. <b><u>Make and model No of item offered:-</u></b>	2	nos		

**TOTAL COST:- Rs**

In words: - Rupees .....

**GST shall be paid extra as per actuals: -**

### **CHECK LIST FOR BIDDERS.**

- 1) Tender document signed and sealed on all pages.
- 2) Valid documents as proof of Incorporation / Dealership and authorization to participate in this tender.
- 3) Make and model number of items offered to be mentioned in the price bid.