### Description

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Tender ID</td>
</tr>
<tr>
<td></td>
<td>GUW201911009</td>
</tr>
<tr>
<td>(b)</td>
<td>Tender Name</td>
</tr>
<tr>
<td></td>
<td>Supply and installation of</td>
</tr>
<tr>
<td></td>
<td>various type of Uniform</td>
</tr>
<tr>
<td></td>
<td>Notice Boards at all the</td>
</tr>
<tr>
<td></td>
<td>SBI branches under North</td>
</tr>
<tr>
<td></td>
<td>Eastern Circle, Guwahati.</td>
</tr>
<tr>
<td>(c)</td>
<td>Ending Date of Tender</td>
</tr>
<tr>
<td></td>
<td>28.11.2019</td>
</tr>
<tr>
<td>(d)</td>
<td>Opening Date of Tender</td>
</tr>
<tr>
<td></td>
<td>08.11.2019</td>
</tr>
<tr>
<td></td>
<td>Tender Fee Amount</td>
</tr>
<tr>
<td></td>
<td>Rs.5,000.00 (Rupees Five</td>
</tr>
<tr>
<td></td>
<td>thousand only)</td>
</tr>
</tbody>
</table>
1. **NOTICE INVITING TENDERS VIDE TENDER ID CODE NO.GUW201911009 DATED 08.11.2019 FOR SUPPLY & INSTALLATION OF VARIOUS UNIFORM NOTICE BOARDS AT SBI BRANCHES UNDER NORTH EASTERN CIRCLE, GUWAHATI**

On behalf of State Bank Of India (hereinafter referred to as **SBI**), L.H.O., Guwahati, tenders are invited by **SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.** (hereinafter referred to as **SBIIMS**), in two Bids system (Technical Bid and Price Bid) from eligible and qualified bidders for supply & installation of various Uniform Notice Boards at all the SBI branches under North Eastern Circle, Guwahati as under:-

<table>
<thead>
<tr>
<th>№</th>
<th><strong>Name of the Work</strong></th>
<th><strong>Details</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>supply &amp; installation of various type of Uniform Notice Boards at all the SBI branches under North Eastern Circle, Guwahati as per sample drawings and technical specifications mentioned in the tender as per Break-up-Quantity(BOQ) at Annexure-A.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Available tender documents</td>
<td>Tender document can be downloaded from the Bank's website <a href="http://www.sbi.co.in">www.sbi.co.in</a> under section 'Procurement news' upto 28.11.2019.</td>
</tr>
</tbody>
</table>
| 3. | Technical Bid | The Application-cum-Technical Bid(**Hard copy**) with all supporting documents should be submitted in a sealed cover containing the name and complete address/contract number of the vendor on the cover and bear the title “**Tender ID : GUW201911009 Technical Bid for Supply & installation of various Uniform Notice Boards at all the SBI branches under North Eastern Circle, Guwahati**” addressed to “The Circle Head, SBI Infra management Solutions Pvt. Ltd, Guwahati Circle, SBI Local Head Office Building, 3rd Floor, ‘A’ Block, P.O. Assam Sachivalaya, Dispur, Guwahati-781006, Assam” in the “**TENDER BOX**” kept at 3rd Floor, “A” Block of Local Head Office Building of State Bank of India, Guwahati on or before 28.11.2019 upto 02:00 PM alongwith the followings:-

i) **Tender Application Fee** amounting to ₹5,000.00 (Rupees Five thousand only) (Non-Refundable) will be paid by the Bidders only through State Bank Collect(SB Collect an efficient MIS report generating tool). The steps involved in making the
payment is provided at Annexure-D.

The receipt generated with the Reference No. will be submitted along with the Technical Bid.

ii) **Earnest Money Deposit (EMD)** amounting to **Rs.1,00,000.00 (Rupees One Lakh 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 the deposit voucher copy as proof of deposit.

The Bidder, who failed to submit any of the above mentioned documents and supporting technical documents fulfilling basic minimum eligibility criteria, will be disqualified in Technical Bid and will not be allowed to participate in the Price Bid. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in e-Tendering Process.

Authorised representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendors representatives.

<table>
<thead>
<tr>
<th>5. Date &amp; Time of opening of Technical Bid</th>
<th>28.11.2019 at 03:00 PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Price Bid</td>
<td>The Price Bid will be through e-tendering amongst the bidders who qualified in Technical Bid through SBI Service Provider M/s e-Procurement Technologies Pvt. Ltd. Ahmedabad for finalization of L1 rates and vendors. Date and time for submission of price bid through e-Tendering will be intimated to the qualified vendors separately through SBI service provider M/s e-Procurement Technologies Pvt. Ltd. Ahmedabad after finalisation of Technical bid. The bidder should have valid digital signature for participation in e-Tendering.</td>
</tr>
<tr>
<td>7. Validity of Tenders</td>
<td>Tenders shall remain valid for acceptance for a period of 3 (Three) months from the date of e-Tendering for price bid. If the Bidders withdraw their offer during the validity period or makes modifications in his/her original offer</td>
</tr>
</tbody>
</table>
which are not acceptance to SBIIMS without prejudice to any other right or remedy, SBIIMS shall be at liberty to forfeit the EMD.

8. **Pre-Bid Meeting**

A pre-bid meeting will be held in the office of the undersigned (SBIIMS) Circle Office, Guwahati at 04:00 PM on 20.11.2019, wherein the bidders may seek clarification required by them, if any, relating to terms & conditions of the tender.

Clarifications, if any, shall be posted in Bank’s website only without individual communications.

9. **Contact details for any clarification**

: The Circle Head & The Assistant Vice president, SBI Infra Management Solutions Pvt. Ltd.

Guwahati Circle Office, 3rd Floor, SBI, LHO Building, Guwahati, Dispur-781006,

**Ph:** 0361-2237509

10. **User Department**

: BPR-IT Department, State Bank Of India, Local Head office, Guwahati, Assam.

11. **Notes:**

   a) In case the date of submission of Technical Bid, e-Tendering is declared as a holiday, the respective date will be considered on the next working day at the same time. The bidder, who is the authorized representative and participating on behalf of company/Dealer/vendor, should have a valid digital signature certificate (DSC) for this tender.

   b) The SBIIMS reserves the right to cancel or postpone or modify the tender at any stage without assigning any reason thereof.

   c) Vendors who do not fulfill the minimum eligibility criteria need not apply. Any incomplete application/Technical Bid and / or not fulfilling the minimum eligibility criteria will be summarily rejected. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in e-tendering.

   d) The EMD of the unsuccessful Bidders in Technical Bid shall be returned after finalisation of the technical/price bid.

   e) All pages of the Technical Bid documents should be serially numbered and shall be signed by the authorized person(s) of the applicant only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page.
<table>
<thead>
<tr>
<th></th>
<th>Corrigendum, if any, is to be followed as published in SBI website <a href="http://www.sbi.co.in">www.sbi.co.in</a> under Procurement news only.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Circle Head &amp; Assistant Vice President(Civil) SBIIMS, Circle office, Guwahati.</td>
</tr>
</tbody>
</table>
MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID :-

A. Only those applicants who possess the following eligibility criteria should apply, along with documentary proof.

1. The applicant shall be an established company/vendors having adequate similar experience in supply of similar Notice Boards/Sign Board/Glow Sign Board/Advertising Board etc. in PSU/Banks/State and Central Govt. Organizations/reputed IT companies, Insurance companies, reputed Hospitals/Pvt. company etc. with 3(three) years minimum period of establishment and executed similar works during last 3(three) years should be either of the following :-
   i) 3(three) similar completed works costing not less than the amount equal to Rs.40.0 Lakh (Contract Value for each work).
      OR
   ii) 2(two) similar completed works costing not less than the amount equal to Rs.50.0 Lakh (Contract Value for each work).
      OR
   iii) 1(one) similar completed work costing not less than the amount equal to Rs.80.0 Lakh (Contract Value).

2. The Applicant’s average Annual Financial Turnover during last 3(three) years ending 31st March, 2019 should be at least INR 30.0 lakh.

3. Bank’s solvency certificate amounting to INR 30.0 lakh.

4. The applicant must be in operation for at least three years.

5. The cut-off period for reckoning experience/year of establishment would be upto 30th October, 2019.

B. The vendors should posses the following supporting documents and must submit self-attested photocopies of the following supporting documents along with Technical Bid:

a) PAN Card in the name of the proprietor/firm/company.
b) Goods & Service Tax(GST) registration.
c) Documents for Applicant’s average Annual Financial Turnover during last 3(three) years ending 31st March, 2019 with at least INR 30.0 Lakh.
d) Latest valid Bank’s solvency certificate amounting to INR 30.0 lakh.
e) Details of office establishment of the firm.
f) Income Tax return for last 3(three) years ending 31st March, 2019.
g) Work order & completion/satisfactory certificate from the clients during last 3(three) years as mentioned in the above Para.A.1.
h) Document as proof of year of Establishment of the firm with not less than 3(three) years age.
i) Trade License.
**APPLICATION –CUM- TECHNICAL BID FORM :-**

(please strike-off which is not applicable.)

<table>
<thead>
<tr>
<th>1.</th>
<th>a) Name of the applicant/organization</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>b) Full Postal Address of the Firm</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Contact Details</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) Phone No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) Mobile No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iii) Fax No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iv) E-mail address.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.</th>
<th>Year of establishment</th>
<th>Please enclose documentary evidence</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Sole proprietorship / Partnership / Private Ltd. / Ltd. Co. / Any other (Please specify)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4.</th>
<th>Name of the Proprietor/Partners/Directors of the organization/firm</th>
<th>Enclose certified copies of document as evidence.</th>
</tr>
</thead>
</table>

| 5. | Name/s of authorized signatory with designation |  |

<table>
<thead>
<tr>
<th>6.</th>
<th>Mode of Authorization</th>
<th>Enclose certified copies of document as evidence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other (Please specify)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7.</th>
<th>Details of registration-whether partnership firm, company, etc. Name of registering authority, date and registration number (Note: <em>partnership firms not registered with the appropriate authority need not apply</em>), if any</th>
<th>Enclose certified copies of document as evidence.</th>
</tr>
</thead>
</table>

<p>| 8. | Whether registered with Govt. / Semi Govt./Banks/CPWD/Municipal Authorities or any |  |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>9.</strong></td>
<td>No. of years of experience in the field and details of work in any other field.</td>
</tr>
<tr>
<td><strong>10.</strong></td>
<td>Yearly turnover of the organization during last 3 (three) years (year wise).</td>
</tr>
</tbody>
</table>
| **11.** | Banker’s Details  
(i) Banker’s Name  
(ii) Full Postal Address  
(iii) Telephone No.  
(iv) Account No.  
(v) Type of Account |
| **12.** | Bank’s Solvency Limit (Please enclose latest valid Solvency certificate from the Banker) |
| **13.** | PAN No. (Income tax) *Enclose certified copies of document as evidence* |
| **14.** | Goods & Service Tax (GST) No. *Please enclose documentary evidence* |
| **15.** | Whether last three years IT returns filed (Pl. enclose certified copies of the IT returns of the last three FY years) |
| **16.** | Details of similar works completed during last 7 years.  
Please fill up enclosed Annexure -P & enclose copies of work completion certificates |
| **17.** | Details of Key Personnel Permanently employed. |
| **18.** | Other infrastructural information to be used/referred for this work. |
| **19.** | Furnish the names of -3- responsible persons along with their designation, address, telephone no., etc., for whose organization, you have completed for similar jobs and who will be in a position to certify about the performance of your organization.  
1.  
2.  
3. |
| **20.** | Whether any Civil Suit/litigation arisen in contracts executed during the last 10 years. If yes, please furnish the name of the employer, nature of work, contract value, work order and brief details of  
Attach a separate sheet if required. |
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>21.</td>
<td>Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.</td>
</tr>
<tr>
<td>22.</td>
<td>Please mentioned whether your any relative(s) is (are) working in the State Bank of India with the name, relationship, address etc. Please submit declaration certificate.</td>
</tr>
</tbody>
</table>

I/We have read and understood the Press notice, Pre-qualification Notice & this Application form along with Annexure and my/our firm fulfills the ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID described in this TENDER Notice.

(SIGNATURE OF AUTHORIZED SIGNATORY)

I/We hereby confirm and certify that the information given above is correct and true and the enclosures annexed herewith are genuine to the best of my / our knowledge. I/We are authorized to sign and submit these documents. I /We understand that if any stage it is found / noticed by SBIIMS that any information thus provided by us is untrue / incorrect partly or fully and in case of receipt of adverse / unsatisfactory report from other clients / Bankers, SBIIMS may not consider our application or may take any appropriate action against us. I /We also understand that partly / wrongly filled application and / or applications not on prescribed pro-forma and / or applications not accompanying relevant documents / enclosures / annexed documents may liable to be summarily rejected by SBIIMS. I / We understand that this is merely an application & does not entitles me /us to be necessarily qualified in Technical Bid by SBIIMS and SBIIMS reserves the right to reject all and / or any application without assigning any reason whatsoever.

All the terms & conditions, Technical Requirements etc. mentioned in this Tender are acceptable to us.

(SIGNATURE OF AUTHORIZED SIGNATORY)

NAME:
SEAL OF THE FIRM
PLACE:
DATE :-

Note: Please enclose all the Annexure with relevant supporting documents duly self attested.
Annexure-P

List of clients whose work has been completed for last 3 years (copy of work orders to be attached):

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Client, Location, and Name and Mobile No. of Contact Person</th>
<th>Details of similar works</th>
<th>Number of Employees engaged</th>
<th>Contract Value (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Authorized Representative ______________________________

Name of Authorized Representative ___________________________________________

Date: ______________________  Place: ______________________

Note: SBIIMS may make telephonic or written inquiries about the work done, including satisfaction of the client, and may also visit the client sites. Vendors should note that by providing the names of the clients in this form, they are authorizing SBIIMS to make inquiries about them with those clients.
Terms & Conditions of the Tender :-

1) The e-Tendering shall be conducted through Bank’s Service Provider for finalization of Clusterwise L1 rates and L1 vendor for supply & installation of various Uniform Notice Boards at all the SBI branches under North Eastern Circle as per BOQ placed at Annexure-A amongst the shortlisted vendors qualified in Technical Bid after scrutiny of the Technical Bids received by SBIIMS.

2) The acceptance of any Technical Bid or otherwise will vest with SBIIMS and SBIIMS does not bind to accept any or all the applications received and reserves the right to reject any or all the applicants / vendors which do not fulfill all or any of the conditions and are incomplete in any respect, without assigning any reason whatsoever. The applicant shall not be entitled to claim any cost, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of Technical Bid/Price Bid.

3) The EMD/Security Money deposited shall not carry any interest. If the vendor, who quoted lowest amount in the Price Bid, backs out and will not execute the work in time, this deposited amount will be forfeited.

4) Selected vendor will be required to comply with all statutory requirements of the Govt. bodies. In case the they fail to comply with any of the statutory requirements, SBIIMS may pay the full or the unpaid balance due, as the case may be, either by deduction from any amount payable to the vendor under any contract, or as a debt recoverable from the contractor, or by invoking the deposited amount with SBI, at the sole discretion of SBI.

5) Opening & Evaluation of Technical Bids :-

i) The Bidders’ names, the presence or absence of requisite EMD and such other details, at the discretion of SBIIMS, will be announced at the time of technical Bid opening.

ii) Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances.

iii) SBIIMS will examine the Bids to determine whether they are complete in all respect and all required formats have been furnished. The submitted documents have been properly signed, and the Bids are generally in order.

iv) Prior to the detailed evaluation, SBIIMS will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, the Bid which conforms to all the terms and conditions of the Bidding Document without any deviations will be treated as a responsive Bid.

v) SBIIMS determination of a Bid’s responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

vi) If a Bid is not responsive, it will be rejected by SBIIMS and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.

vii) Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
viii) During evaluation and comparison of bids, SBIIMS may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

6. Contacting the Bank :-

i) No Bidder shall contact SBIIMS on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

ii) Any effort by a Bidder to influence SBIIMS/SBI in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder’s Bid.

7. Award Criteria :-

i) The Contract will be awarded to the successful Bidder/s who has/have been determined to qualify to perform the Contract satisfactorily as per terms & conditions of the tender.

ii) The lowest (L1) bidder/vendor will be determined on the basis of the lowest rates quoted in e-Tendering for each Cluster separately as per at Annexure-A.

iii) If the same bidder / vendor is L1 in more than One Cluster and L1 bidder / vendor is more than one vendor, the allotment/distribution of Clusters to bidder / vendor will be at the sole discretion of the Bank, subject to matching the L1 rates by the L2, L3 vendors etc.. The split orders may be in the ratio of 50%, 30% and 20% of total orders for L1, L2 and L3 vendors respectively. In case vendor is not in a position to execute the job in stipulated time or not able to perform as per SBI’s satisfaction, the Bank may, at its discretion, award the contract to L2/L3 vendors at L1 approved contract rate for other clusters.

iv) The decision of Bank in allotment/distribution of Groups to bidder/vendor will be final and binding on all the participating bidders/vendors.

8. PRE DISPATCH INSPECTION
SBIIMS shall be free to carry pre-dispatch inspection and approval of the sample. The vendor shall make all necessary arrangements for this purpose.

9. COMPLETION PERIOD
The entire work will be completed within 4 weeks per Cluster from the date of work order.

10. PERFORMANCE BANK GUARANTEE [PBG]/SECURITY DEPOSIT :-
The Vendor has to submit the Performance Bank Guarantee not less than an amount Rs.1,00,000.00 (Rupees One Lakh only) per cluster valid for a period of 1(one) year from the date of signing the contract from a Scheduled Commercial Bank other than SBI or Security Deposit amounting to Rs.1,00,000.00 (Rupees One Lakh only) per cluster in the form of Bank’s draft in favour of Astt. General Manager(P&E), SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account, maintained at SBI, Dispur Branch, IFSC code-SBIN0003030) within a week of receipt of work order. In case Vendor fails to perform the contract, Bank shall invoke/forfeit the Performance Bank Guarantee [PBG] /Security Deposit to recover penalty/damages or any other amount due
11. LIQUIDATED DAMAGES
Delivery of goods and performance of Services shall be made by the Vendor in accordance with the time schedule specified by the Bank. Any delay in performance of the obligation by the vendor will result in imposition of liquidated damages and/or termination of rate contract for default.

12. ASSIGNMENT
The vendor shall perform its obligations under the contract personally and shall not assign, in whole or in part its obligations to perform under the contract or any third party.

13. RESOLUTION AND DISPUTES
All disputes or differences whatsoever arising between the parties shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Guwahati. During the arbitration proceedings the vendor shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Guwahati.

14. LIMITATION OF LIABILITY
Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for
a) IP Infringement indemnity
b) Bodily injury (including Death) and damage to real property and tangible property caused by Vendor's gross negligence. For the purpose of the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential) incidental or special damages under the agreement/purchase order.

15. FORCE MAJEURE
Notwithstanding the above provisions, the Vendor shall not be liable for penalty or termination for default to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, “force majeure” means an event beyond the control of the Vendor and not involving the vendors' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the Vendor shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the Vendor shall continue to perform its obligation under the contracts far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

16. TERMINATION OF CONTRACT
The Bank reserves the right to terminate the contract by giving 30 days' notice to the Vendor if the vendor fails to fulfil its obligations under this agreement and initiate necessary actions against the vendor.

17. USE OF CONTRACT DOCUMENTS AND INFORMATION
The vendor shall not without SBI's prior written consent, make use of any document or information provided by them in Bid document or otherwise except for purposes of performing contract.

18. Quoted Rates
The quoted rate should also be quoted considering the cost for supply of the materials required for manufacturing, supply and installation of all the Boards specified, labour, wages, fixtures, transportation, installation, all taxes & charges, cost of the insurances, 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. However, **GST will be paid extra as applicable.**

19. **DELAY IN THE SUPPLIER'S PERFORMANCE**
Delivery of the goods and Performance of the Services shall be made by the vendor in accordance with the time schedule specified by bank. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of the contract for default.

20. **Contract Agreement:** On receipt of intimation of the acceptance of tender, the successful vendors shall be bound to execute the contract as per draft Agreement as at Annexure – F and within seven days thereof he shall sign an agreement in a non judicial stamp paper of appropriate value with the user deptt.

21. **PAYMENT TERMS :-**

   i) No advance is payable.
   
   ii) After successful completion of entire work full payment after making statutory deduction will be released against submission of Tax invoice to the respective Regional Business Office(RBO) alongwith work completion certificates duly signed and stamped by SBI RBO official/branch heads. The tax invoice will be submitted to the respective RBO for payment at their end.

   iii) Payment shall be made by way of Electronic fund transfer and vendor should furnish details of their Bank, A/c no, IFSC code, GST etc.

   iv) Income Tax/GST TDS will be deducted at source as per Govt. Guidelines.

   v) The vendor should comply with the following :-

a) Vendor should have GST Registration Number.

b) Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision.

c) In case of Correction in the bills after scrutiny, vendor should submit fresh bills for payment.

d) Vendor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the vendor.

22. **Liquidated Damages for Delay :-** If the bidder is not able to complete the work 6 weeks from the date of issue of work order, 0.5 % Per week on the contract rates, subject to total amount of 5% of Contract Value per Cluster, will be levied as liquidated damages for the delayed period.
ANNEXURE - F

ARTICLES OF AGREEMENT

This AGREEMENT is made at .......... on this ....... day of ..................... between SBI, a body Corporate created under SBI Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and one of the circle office at SBI Local Head Office, Guwahati, Dispur, Assam represented by authorized officer of SBI. (hereinafter called “the Employer”) on the one part

And

M/s
___________ (proprietorship/partnership firm/Company), incorporated under the provis-ions of the Companies Act and having its registered office at _____________________________________________ (hereinafter called “the Vendor”) represented by Shri ...................... who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging an empanelled Contractor under SBI, LHO, Guwahati for execution of “supply & installation of various Uniform Notice Boards at all the SBI branches under North Eastern Circle”

AND WHEREAS the Employer had called for tenders from empanelled vendors for the pro-posed work as indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Vendor and others submitted the tenders and the Employer has awarded the contract relating to “supply & installation of various Uniform Notice Boards at all the SBI branches under North Eastern Circle “ as stated in the scope of work attached to the Tender Document to the Vendor.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
2. The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

3. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.

4. The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.

5. This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work as per enclosed schedule of Items and to be paid for according to actual quantities at the rates contained in the Schedule of Quantities approved by the SBI.

6. The Contractor shall afford every reasonable facility for the carrying out of the works relating to supply & installation of various Uniform Notice Boards at all the SBI branches under North Eastern Circle in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.

7. The Employer reserves to itself the right of altering the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after issue of formal work order as provided for in the said Conditions and to complete the work within 4(four) weeks per cluster subject to nevertheless the provisions for extension of time.

9. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Guwahati and only the Courts in Guwahati shall have jurisdiction to determine the same.

10. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

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

SIGNED AND DELIVERED by the

_________________________ By the

(Employer)

hand of Shri __________________

______________________________ (Signature of Employer)

(Name and Designation)
In the presence of:

Shri / Smt. ___________________ (Signature of Witness)
Address ___________________

___________________
(Witness)

SIGNED AND DELIVERED by the
_______________________ by the

___________________ by the
(Contractor) (Signature of Contractors)

in the presence of:

Shri / Smt. ___________________ (Signature of Witness)
Address ___________________
3. VENDOR’S OBLIGATIONS:

a. Material shall be of approved quality and Make specified in the tender.

b. Samples of all materials to be used in the boards shall be got approved along with prototype before proceeding with the work and the approved sample shall be deposited with the SBI/SBIIMS Pvt. Ltd.

4. DOCUMENTS TO BE SUBMITTED BY THE VENDOR ON COMPLETION OF JOB :-

   i) Delivery report duly signed by the authorized person of the Bank(respective Branch).

   ii) Tax Invoice.