SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD., (SBIIMS),
(WHOLLY OWNED SUBSIDIARY OF SBI)
MUMBAI CIRCLE OFFICE

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Tender ID</td>
<td>MUM202001003</td>
</tr>
<tr>
<td>(b)</td>
<td>Tender Name</td>
<td>Supply and installation of various type of Uniform Notice Boards at all the SBI branches under Mumbai Metro Circle, Mumbai.</td>
</tr>
<tr>
<td>(c)</td>
<td>Ending Date of Tender</td>
<td>30.01.2020</td>
</tr>
<tr>
<td></td>
<td>Opening Date of Tender</td>
<td>30.01.2020</td>
</tr>
<tr>
<td>(d)</td>
<td>Tender Fee Amount</td>
<td>Rs. 3,000.00 (Rupees Three thousand only)</td>
</tr>
</tbody>
</table>
NOTICE INVITING TENDER

NAME OF WORK: SUPPLY & INSTALLATION OF VARIOUS TYPES OF UNIFORM NOTICE BOARDS AT SBI BRANCHES UNDER MUMBAI METRO CIRCLE, MUMBAI

SBI Infra Management Solutions Pvt. Ltd., Circle Office, Mumbai on behalf of State Bank of India invites “online E-tenders” from the eligible qualified vendors carrying out similar works for Supply and fixing of Uniform Notice Boards & Sandwich Boards at SBI branches located in Mumbai, Navi Mumbai, Thane & Raigad districts under Mumbai Metro Circle.

The details of tender are as under:

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of work</td>
<td>Supply and fixing of various types of Uniform Notice Boards and Sandwich Boards at SBI branches located in Mumbai, Navi Mumbai, Thane &amp; Raigad districts under Mumbai Metro Circle</td>
</tr>
<tr>
<td>2</td>
<td>Nature of Work</td>
<td>Supply and fixing of Uniform Notice Boards and Sandwich Boards</td>
</tr>
<tr>
<td>3</td>
<td>Time allowed for completion</td>
<td>2 (Two) Months</td>
</tr>
<tr>
<td>4</td>
<td>Earnest Money Deposit</td>
<td>Rs. 28,000/- (Rupees Twenty Eight Thousand Only) By Demand Draft / Pay Order from any Scheduled Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS) and payable in Mumbai.</td>
</tr>
<tr>
<td>5</td>
<td>Cost of Tender document cum Tender Processing Fee (Non-refundable)</td>
<td><strong>Rs. 3,000/- (Rs. Three Thousand Only)</strong> to be paid through State Bank Collect ONLY as detailed under; 1) login <a href="https://www.onlinesbi.com">https://www.onlinesbi.com</a> 2) Select SB Collect from Top Menu, click the checkbox and “Proceed” 3) Select “All India” in “State of Corporate/Institution” &amp;Select “Commercial Services” in “Type of Corporate/Institution” then “Go” 4) Select “SBI Infra Management Solutions Pvt. Ltd” in Commercial Services Name and “Submit” 5) Select “Tender Application Fee” in “Payment Category” and enter the “Tender ID” exactly as given in first page top of this tender (characters in upper case Only). 6) Fill up all fields such as email, GST No., Mobile No. Vendor/Firm Name etc. and make payment. 7) Enclose payment receipt having unique reference No. along with EMD.</td>
</tr>
<tr>
<td>6</td>
<td>Initial Security Deposit (ISD)</td>
<td>2% of contract amount (EMD will be returned on receiving ISD). The successful bidder(s) shall be responsible to deposit Initial security deposit @ 2% of the Cumulative Contract Value (of the work awarded for various RBO's) by way of demand draft in favour of SBI, payable at Mumbai/ Navi Mumbai/ Thane/ Pen within 10 days from the date of receipt</td>
</tr>
</tbody>
</table>
### SUPPLY & INSTALLATION OF VARIOUS NOTICE BOARDS

| 7 | **Date of issue of tender documents form the Bank's / service provider's website** | 10.01.2020 to 30.01.2020  
(a) Online Technical Bid  
Available at M/s e-Procurement Technologies Ltd., our Service Provider's portal  
https://etender.sbi/SBI/  
(b) Online Price Bid (only to those bidders who qualify in Technical Bid.)  
Available at M/s e-Procurement Technologies Ltd., our Service Provider’s portal  
https://etender.sbi/SBI/ |
<table>
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<tbody>
<tr>
<td>8</td>
<td><strong>Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting.</strong></td>
<td>At 12:00 Noon on 06.01.2020</td>
</tr>
<tr>
<td>9</td>
<td><strong>Pre-Bid Meeting</strong></td>
<td>At 3:00 PM on 06.01.2020 at address mentioned in point no. 12 below. (Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting)</td>
</tr>
<tr>
<td>10</td>
<td><strong>Date of posting of clarifications on the Bidder’s queries.</strong></td>
<td>08.01.2020 (Clarifications, if any, shall be posted only on the e-tender portal. No individual communication shall be provided to the Bidder).</td>
</tr>
</tbody>
</table>
| 11 | **Last date & time for submission of EMD, cost of tender document cum processing Fee** | From 10.01.2020 to 30.01.2020 by 03:00 PM  
Note: It is sole responsibility of the bidder to ensure submission of their EMD in the prescribed form at this office by stipulated date and Cost of tender document cum processing fee through Mode mentioned at Serial No. 5 of this table by stipulated date and time at specified address failing which they will not be allowed to participate in E-Tendering |
| 12 | **Address for submission of EMD and cost of tender document cum processing fee.** | Vice President & Circle Head  
SBI Infra Management Solution Pvt. Ltd.  
State Bank of India, Local Head Office Building,  
3rd Floor, C-6, G-Block, Bandra Kurla Complex,  
Bandra East, Mumbai-400051 |
| 13 | **Date and Time for opening of Online Technical Bid** | From 30.01.2020 up to 03:00 PM at Service Provider’s portal https://etender.sbi/SBI/ |
| 14 | **Date and time for submission of Online Indicative Price Bid by the bidders qualified in Technical Bid.** | From 05.02.2020 to 18.01.2020 till 03:00 PM at Service Provider’s portal https://etender.sbi/SBI/ |
| 15 | **Date and Time for opening of online Price Bid** | 05.02.2020 by 03:30 PM at Service Provider’s portal https://etender.sbi/SBI/ |
| 16 | **Defects Liability / Warranty period** | 5-years from the date of installation for free replacement of Flex, Vinyl and LED for any manufacturing defect (excluding damages due to |

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Signature of Tenderer
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<tbody>
<tr>
<td>17</td>
<td><strong>Validity of offer</strong></td>
<td>90 days from the date of opening of Price-bid.</td>
</tr>
<tr>
<td>18</td>
<td><strong>Liquidated Damages</strong></td>
<td>0.50% per week subject to max. 5% of contract amount for delay in completion of work.</td>
</tr>
</tbody>
</table>
| 19 | **Payment of Bills** | i. The Vendor shall submit branch-wise Tax Invoices/Bills along with specified 5 years Warranty Card for each Signage at Bank’s respective Regional Business Office (RBO) level on successful completion of work.  
ii. The payment shall be made by the RBO online in the bidders account within 15 working days from the date of receipt of the following:  
(a) Tax Invoice/Bill  
(b) Work completion certificate issued by the Branch/Office  
iii. No advance on materials / plant / machinery or mobilization advance shall be paid in any circumstances. |
| 20 | **Retention Money** | 5% of Contract Value/actual cumulative Invoice value at respective Regional Business Office (RBO) level in the form of Bank Guarantee (BG) issued by any Scheduled Bank as per format supplied/approved by the SBI. Till such time BG is submitted, the SBI shall be at liberty to retain the equivalent sum from the Bills of the Vendor (which will subsequently be released by the Bank on receipt of BG). |
| 21 | **Release of Initial Security Deposit** | ISD shall be released to the bidders by the SBI on successful completion of work. EMD of unsuccessful bidders will be returned within 15 days. |
| 22 | **Distribution of work amongst L-1, L-2 and L-3 bidders** | SBIIMS shall be at liberty to allot the work to L-1, L-2 & L-3 bidders at approved L-1 rates in the proportion of 50:30:20 (i.e. L-1 bidder will be allotted 50%, L-2 will be given 30% and L-3 will be awarded 20% of the total work in the Circle of SBI)  
In case, on written demand by the SBIIMS, the L-2 or L-3 bidder (or both) do not submit their written concurrence regarding their willingness to execute the work at L-1 bidder’s approved rates by the stipulated date, the SBIIMS may consider inviting next lowest bidders i.e. L-4, L-5, L-6 and so on for the purpose within its sole discretion and not further claim/correspondence shall be entertained in this regard.  
In case, any of the bidder (L-1/L-2/L-3 etc.) bidder either do not commence the work within the stipulated period or back out from the project at any stage, the SBIIMS will be at liberty to entrust the work in the same proportion to next lower bidder(s) on L-1 approved rate. |

Signature of Tenderer
Also, in the event of next lowest vendors not ready to match L-1 price, leaving only two bidder, the SBIIMS will distribute the work in equal proportion or the entire work can also be allotted to only L-1 bidder.

In the eventuality of 3 or more bidders have logged in but only 2 bidders have participated in the reverse bidding process the SBIIMS may consider awarding entire work either to L-1 bidder or to distribute amongst both the bidders in 50:50 proportion within its sole discretion.

<table>
<thead>
<tr>
<th>23</th>
<th>e-Tender Service Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contact persons</td>
</tr>
<tr>
<td></td>
<td>Shri. Samjad</td>
</tr>
<tr>
<td></td>
<td>- 09265871720</td>
</tr>
<tr>
<td></td>
<td>Shri. Sujith</td>
</tr>
<tr>
<td></td>
<td>- 07940270579</td>
</tr>
</tbody>
</table>

24. Conditional tenders shall be summarily rejected.

25. Tenders can be downloaded from the bank's website 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.

26. The contractor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages.

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

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

29. Tenders received without EMD and cost of tender documents cum tender processing fee shall be summarily rejected and such tenders shall not be allowed to participate in the online price bidding process.

30. 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.

31. 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

Signature of Tenderer
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 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.11 Lakh (Contract Value for each work).
   OR
   ii) 2 (two) similar completed works costing not less than the amount equal to Rs.14 Lakh (Contract Value for each work).
   OR
   iii) 1 (one) similar completed work costing not less than the amount equal to Rs.22 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 8.0 lakh.

3. Bank’s solvency certificate amounting to INR 8.0 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 31st December, 2019.

B. The vendors should possess 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 atleast INR 8.00 Lakh.

d) Latest valid Bank’s solvency certificate amounting to INR 8.00 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.

Signature of Tenderer
LETTER OF DECLARATION

To,
The Vice President & Circle Head
SBI Infra Management Solution Pvt. Ltd.
State Bank of India, Local Head Office Building,
3rd Floor, C-6, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai 400051

Dear Sir,

Having examined the drawings, specifications, design and schedule of quantities relating to the works specified in the NIT for the project and memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby agree to execute the works specified in the said memorandum at the rates finally quoted by us through online bidding process followed by E-reverse Auction and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Brief details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Description of work</td>
<td>Supply and fixing of various Uniform Notice Boards and Sandwich Boards at SBI branches located in Mumbai, Navi Mumbai, Thane &amp; Raigad districts under Mumbai Metro Circle.</td>
</tr>
<tr>
<td>2</td>
<td>Earnest Money</td>
<td>Rs. 28,000/- (Rupees Twenty Eight Thousand Only) by means of Demand Draft / Pay Order from any Scheduled Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.</td>
</tr>
<tr>
<td>3</td>
<td>Percentage, if any, to be deducted from Bills</td>
<td>5% (Five Percent) of Contract value/Cumulative Circle Invoice Value.</td>
</tr>
<tr>
<td>4</td>
<td>Time allowed for completion of the Work</td>
<td>2 (Two) Month from 14th day from the date of written order from SBIIMS or date of execution of agreement by the respective Circle of SBI (whichever is later) to commence the work.</td>
</tr>
</tbody>
</table>

Should this tender be accepted, I/we hereby agree:

(i) I / We have deposited a sum of Rs. 28,000/- (Rupees Twenty Eight Thousand Only) as Earnest Money with the SBI Infra Management Solutions Pvt. Ltd. along with our tender. We, hereby, also submit our written concurrence to deposit specified sum of Initial Security Deposit within the specified time limit for due fulfillment of contractual provisions.

(ii) We understand that both EMD and ISD amount deposited by us/to be deposited shall not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum (EMD and ISD) shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.

Signature of Tenderer
(iii) To abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI/SBIIMS, the amount mentioned in the said conditions.

(iv) That if I/we do fail to execute the contract when called upon to do so, I/we hereby agree that the sum of EMD & ISD shall be forfeited by me/us to SBI/SBI Infra Management Solutions Pvt. Ltd.

(v) We understand that as per terms of this tender, the SBI/SBIIMS may consider accepting our tender in part or whole or may entrust the work in phases. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to curtail/reduce the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within the stipulated time limit without any extra claim for price escalation.

(vi) We understand that the SBIIMS/SBI shall be at liberty to distribute the work amongst L-1, L-2 and L-3 bidders in the proportion 50:30:20 to which we submit our concurrence and shall not raise any objection for the same.

(vii) We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period.

Signature of Vendor with seal

Name:

Address:

Contact details:

Signature of Tenderer
INSTRUCTIONS TO THE TENDERERS

1.0    Scope of work

Supply and Installation of various Uniform Notice Boards at All the SBI branches under Mumbai Metro Circle (i.e. Branches in Mumbai, Navi Mumbai, Thane & Raigad District)

1.1 Site and its location

The proposed work is to be carried out at Branches/Offices/ATMs' under SBI's Mumbai Metro Circle. The SBIIMS / SBI may, however, choose to add or delete scope of work within its sole discretion and no claim / correspondence shall be entertained by the SBI/SBIIMS in this regard which please note.

2.0 Tender documents

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

- Instructions to tenderers
- General conditions of Contract
- Special conditions of Contract
- Price bid

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

a. Price Bid
b. Technical specifications
c. Special conditions of contract
d. General conditions of contract
e. Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from the website https://etender.sbi/SBI/ as per schedule furnished in the NIT.

1.4 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.

Signature of Tenderer
The tenderer shall be solely responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 Earnest Money

4.1 The tenderers are requested to submit the Earnest Money by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any Scheduled Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

4.3 No interest will be paid on the EMD.

4.4 EMD of unsuccessful tenderer will be refunded within 30 days of award of Contract.

4.5 EMD of successful tenderer will be retained as a part of security deposit.

5.0 Initial/ Security Deposit

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of DD drawn in favour of SBIIMS Payable at Mumbai within a period of 7 days from the date of receipt of Letter of Intent (LOI) from SBI/SBIIMS.

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

6.0 Signing of contract Documents

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

7.0 Completion Period

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of 2 (Two) Months from the date of award of work.

8.0 Validity of tender

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

9.0 Liquidated Damages

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

10.0 Rate and prices:

Signature of Tenderer
10.1 **In case of item rate tender**

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

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

10.1.2 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the Vendor would be paid accordingly.

1.1.3 The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the SBIIMS.

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

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

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies during the currency of contract including authorized extension, if any, **but excluding GST**, which shall be mentioned in the bills/invoices separately, as applicable.

11.1.7 The SBIIMS 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 to drop one or more Items from the scope of work at any stage of the project, the Vendor shall not be entitled to raise any claim /compensation for such deleted scope of work. Also, the SBI/SBIIMS may consider issuing work order for various branches/offices in phases but within a reasonable time interval and the Vendor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.
GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:

“Contract means the documents forming the tender and the acceptance there of and the formal agreement executed between SBI (client) and the Vendor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the SBIIMS / Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

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

1.1.2 “SBI” shall mean State Bank of India (Client) having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai- 400 021 and its representative Local Head Offices/Administrative Offices/Regional Business Offices/Branches at various places across India and includes the client’s representatives, successors and assigns.

1.1.3 ‘The Vendor’ shall mean the individual or firm or company undertaking the works and shall include legal personal representative of individual or composing the firm or company and the permitted assignees of individual or firms of company.

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

1.1.4 Engineer’ shall mean the representative Civil / Electrical Engineer of the SBI/SBIIMS

1.1.5 ‘Drawings’ shall mean the drawings prepared and issued by SBIIMS or their Architects and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time.

1.1.6 ‘Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions thereto or deductions there from as may be made under the provide herein after contained.

1.1.7 Specifications’ shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the SBI/SBIIMS

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.

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

2.0 CLAUSE

1.0 **Total Security Deposit:** The Total Security deposit comprise of

   a) **Earnest Money Deposit**
   
   • The tenderer shall furnish EMD of Rs. 28,000/- (Rupees Twenty Eight Thousand Only) in the form of Demand draft or bankers cheque drawn in favour of SBI Infra Management Solutions PVT. LTD., on any Scheduled Bank.
   • No tender shall be considered unless the EMD is so deposited in the required form.
   • No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest.
   • The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the SBIIMS or after it is accepted by the SBIIMS the Vendor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the commence the work within the stipulated time.

   b) **Initial Security Deposit (ISD)**

   The amount of ISD shall be 2% of accepted value of tender (In the instant case, the cumulative contract awarded value of all the Circles put together shall be considered for the purpose) including the EMD in the form of DD/PO drawn on any scheduled Bank. The shall be deposited within 15 days from the date of acceptance of tender.

   c) **Retention Money:**

   An amount @ 5% of the bill amount will be retained by the SBI from the bills and the same will be released by the SBI against Bank guarantee for equal amount issued by any Nationalised/Scheduled Bank in the SBI/SBIIMS’s approved format valid for one year. The Bank guarantee shall be released only after completion of warranty period of one year provided no complaint is received or the defects has been rectified by replacing the boards, etc. satisfactorily.

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

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

2.0 **Language**

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

3.0 **Errors, omissions and discrepancies**

Signature of Tenderer
In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply.

i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.

ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted:

a) In case of difference between rates written in figures and words, the rate in words shall prevail.

b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

4.0 **Scope of Work:**

The Vendor shall carryout, complete and maintain the said work in every respect strictly accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through SBIIMS The SBIIMS at the direction of the Bank from time to time issue further drawings and/or written instructions, detailed directions and explanations which are hereafter collectively referred to as instructions in regard to the variation or modification of the design, quality or quantity of any work or the addition or omission or substitution work. Any discrepancy in the drawings or between BOQ and/or drawings and/or specifications should be brought to the notice of SBIIMS /SBI immediately. The removal from the site of any material brought thereon by the Vendor and any substitution of any other materials therefore the removal and/or re-executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

5.0 i) **Letter of Acceptance:**

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

ii) **Contract Agreement:**

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

6.0 **Ownership of drawings:**

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

7.0 **Detailed drawings and instructions:**

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The SBIIMS/SBI shall furnish with reasonable proper additional instructions by means of drawings or otherwise necessary for the execution of the work. All such drawings and instructions shall be consistent with contract documents, true developments thereof and reasonably inferable there.

The work shall be executed in conformity therewith and the Vendor prepare a detailed program schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBIIMS through the architect/consultant.

7.0 **Copies of agreement**

Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the Vendors.

8.0 **Liquidated damages:**

If the Vendor fails to maintain the required progress in terms of relevant clause under General Conditions of Contract (GCC) or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI/SBIIMS on account of such breach to pay a liquidated damages at the rate of 0.50% of the contract value subject to a maximum of 5% of the contract value.

9.0 **Materials, Appliances and Employees**

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

10.0 **Permits, Laws and Regulations:**

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

11.0 **Setting out Work:**

The Vendor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the SBIIMS/SBI before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by SBIIMS/SBI, the

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Vendor shall be responsible for the same and shall his own expenses rectify such error, if so, required to satisfaction of the SBI/SBIIMS

12.0 Protection of works and property:

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

He shall take adequate care and steps for protection of the adjacent properties. The Vendor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The Vendor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the Vendor and the SBIIMS and the original policy may be lodged with the SBIIMS.

13.0 Inspection of work:

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

14.0 Assignment and subletting

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

15.0 Quality of materials, workmanship & Test

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

ii) Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the Vendor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the

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SBIIMS/SBI. Before submitting the sample / literature the Vendor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specifications. Only when the samples are approved in writing by SBIIMS/SBI the Vendor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall by the signed by SBIIMS/SBI for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. SBIIMS/SBI shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the Vendor.

iii) Cost of tests

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

16.0 Obtaining information related to execution of work

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

17.0 Vendor's superintendence

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

18.0 Quantities

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

19.0 Works to be measured

SBIIMS/SBI may from time to time intimate to the Vendor that the work is required to be measured and the Vendor shall forthwith attend or send a qualified representative to assist the SBIIMS/SBI in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detail in the specifications. The representative of SBIIMS/SBI shall take measurements with the Vendor's representative and the measurements shall be entered in the measurement book. The Vendor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the Measurement book should the Vendor not attend or neglect or omit to depute his representative to take measurements the measurements recorded by the representative of the SBIIMS/SBI shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

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20.0 Variations

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

21.0 Valuation of Variations

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

a) (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.

(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of Works are carried out, otherwise the prices for the same shall be valued under sub-Clause ‘c’ hereunder.

c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the Vendor shall within 7 days of the receipt of the letter of acceptance inform the SBIIMS/SBI of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the SBIIMS/SBI shall fix such rate or prices as in the circumstances in its opinion are reasonable and proper, based on the market rate.

d) Where extra work cannot be properly measured or valued the Vendor shall be allowed day work prices at the net rates stated in the tender, of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the SBIIMS/SBI) the workman’s name and materials employed be delivered for verifications to the Architect/consultant at or before the end of the week following that in which the work has been executed.

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

22.0 Final measurement

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

23.0 Virtual Completion Certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the SBIIMS/SBI, the Vendor shall apply to SBIIMS/SBI for completion certificate.

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

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

24.0 Insurance of works

24.1 Without limiting his obligations and responsibilities under the contract the Vendor shall insure in the joint names of the SBI/SBIIMS and the Vendor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI/SBIIMS and Vendor are covered for the period stipulated in clause 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the Vendor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

a) The Works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.

c) Such insurance shall be affected with an insurer and in terms approved by the SBI/SBIIMS which approval shall not be unreasonably withheld and the Vendor shall whenever have required produce to the SBI/SBIIMS the policy of insurance and the receipts for payment of the current premiums.

25.0 Damage to persons and property

The Vendor shall, except if and so far as the contract provides otherwise indemnify the SBI/SBIIMS 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:

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a) The permanent use or occupation of land by or any part thereof.

b) The right of SBI/SBIIMS to execute the works or any part thereof on, over, under, in or through any lands.

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

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

26.0 Vendor to indemnify SBI/SBIIMS

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

27.0 Vendor’s superintendence

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

28.0 Third Party Insurance

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

28.2 Minimum amount of Third Party Insurance

Such insurance shall be affected with an insurer and in terms approved by the SBI/SBIIMS which approval shall not be reasonably withheld and for at least the amount stated below. The Vendor shall, whenever required, produce to the SBIIMS/SBI the policy or policies of insurance cover and receipts for payment of the current premiums.
The minimum insurance cover for physical property, injury, and death is Rs.5 Lakh per occurrence with the number of occurrences limited to four. After each occurrence Vendor will pay additional premium necessary to make insurance valid for four occurrences always.

29.0 Accident or Injury to workman:

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

ii. Insurance against accidents etc. to workmen

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

iii. Remedy on Vendor's failure to insure

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

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

30.0 Commencement of Works:
The date of commencement of the work will be reckoned as the date of execution of agreement with Circles SBI/SBIIMS.

31.0 Time for completion

Time is essence of the contract and shall be strictly observed by the Vendor. The entire work shall be completed within a period of 6 (Six) months from the date of commencement.

32.0 Extension of time

If, the work be delayed for reasons beyond the control of the Vendor, the Vendor may submit a recommendation to the SBI/SBIIMS to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the Vendor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the Vendor shall apply to the SBIIMS in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if any, for the delays in the prescribed format for granting extension of time. While granting extension of time the Vendor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 8.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

33.0 Rate of progress

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

34.0 Work during nights and holidays

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

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

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35.0 **No compensation or restrictions of work**

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

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

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

36.0 **Suspension of work**

i) The Vendor shall, on receipt of the order in writing of SBI/SBIIMS (whose decision shall be final and binding on the Vendor) suspend the progress of works or any part thereof for such time and in such manner as SBI/SBIIMS may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons:

a) On account any default on the part of the Vendor, or

b) For proper execution of the works or part thereof for reasons other than the default the Vendor, or

c) For safety of the works or part thereof.

The Vendor shall, during such suspension, properly protect and secure the works the extent necessary and carry out the instructions given in that behalf by the SBIIMS

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

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

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

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

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38.0 **Owner’s right to terminate the contract**

If the Vendor being an individual or a firm commit any ‘Act of insolvency’ or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the SBI/SBIIMS that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the SBI/SBIIMS

Or if the Vendor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Vendor.

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

a) has abandoned the contract; or
b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI/SBIIMS 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

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has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI/SBIIMS that the said materials were condemned and rejected by the SBI/SBIIMS 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 Vendor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI/SBIIMS to the contrary subject any part of the contract.

Then and in any of said cases the SBI/SBIIMS may not withstanding any previous waiver, after giving seven days’ notice in writing to the Vendor, determine the contract, but without thereby affecting the powers of the SBI/SBIIMS or the obligation and liabilities of the Vendor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the Vendor. And, further the SBI/SBIIMS or their employees may enter upon and take possession of the work and all plants, took scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other Vendors or persons to the work and the Vendor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Vendor or other persons employed for complement and finishing or using the materials and plant for the works.

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

39.0 Certificate of payment

After successful completion of work, the Vendor shall prepare separate bills for each branch/office/ATM/site and submit the branch-wise Tax Invoices/Bills at Bank’s respective Regional Business Office (RBO) along with a certificate/acknowledgement certifying completion of work by the Branch head or their authorized representative.

The Regional Manager, of the concerned RBO shall arrange to ensure online payment of Invoices/ Bills at RBO level directly in the bidders account within 7 to 10 days from the date of receipt of all of the following, namely: (i) Tax Invoice/Bills (ii) Work completion certificate issued by the Branch/Office (iii) 5 years warranty Cards duly signed by the Vendor, OEM (Original Equipment Manufacturer)’s authorized signatory for Flex, Vinyl and LEDs.

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

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

The SBI/SBIIMS shall have power to withhold the payment if the work or part thereof is not carried out to their satisfaction.

40.0 A. Settlement of Disputes and Arbitration

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

i) If the Vendor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the authorized person of SBI/SBIIMS or in case the Vendor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Vendor shall forthwith give notice in writing of his claim, or dispute to the AGM (P&E) of the respective Circle/Vice President, SBIIMS, of respective Circle Office, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Vendor shall not be entitled to raise any claim nor shall the SBI/SBIIMS be in any way liable in respect of any claim by the Vendor unless notice of such claim shall have been given by the Vendor to the AGM (P&E) of respective Circle/Vice President, SBIIMS, of respective Circle Office, in the manner and within the time as aforesaid. The Vendor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the respective Circle/Vice President, SBIIMS, of respective Circle Office, in writing in the manner and within the time aforesaid.

ii) The Circle/Vice President, SBIIMS, of respective Circle Office, shall give his decision in writing on the claims notified by the Vendor. The Vendor may within 30 days of the receipt of the decision of the Circle/Vice President, SBIIMS of respective Circle Office, submit his claims to the conciliating authority namely the Circle Development Officer of respective Circle/Chief Operating Officer of SBIIMS, 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.

iii) If the conciliation proceedings are terminated without settlement of the disputes, the Vendor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/Managing Director & CEO of SBIIMS for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the Vendor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the Vendor as aforesaid and all claims of the SBI/SBIIMS shall be referred for adjudication through arbitration to the Sole Arbitrator appointed by Chief General Manager/Managing Director & CEO and who will be an officer not less than the rank of Deputy General Manager of SBI/SBIIMS if the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager/Managing Director & CEO of the SBIIMS. 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/Managing Director & CEO of the SBIIMS as aforesaid should act as arbitrator.

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

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

41.0 Method of measurement

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

42.0 Force Majeure

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

42.2 As soon as the cause of force majeure has been removed the party whose ability perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

42.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the caused itself and inability resulting there from having been removed, the agreed time completion of the respective obligations under this agreement shall stand extended a period equal to the period of delay occasioned by such events.

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

43.0 Local laws, Acts Regulations:

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

Signature of Tenderer
44.0 **Accidents**

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

1. The Technical Bid should contain the following:
   a. Technical Bid duly signed and sealed on each page.
   b. Banker’s Cheque/Demand Draft of Earnest Money deposit.
   c. Receipt of cost of tender document cum tender processing fee.

2. Site Survey
   The successful bidder(s) shall be required to carry out necessary site survey at each and every branch/office/ATMs of the SBI under the specified Circles of SBI Pan India at their own cost to ascertain the size of existing Signage, size of proposed New Signage in consultation with the respective Branch/Office, Correct spelling of Branch Names to be displayed on the signage, Number and order of languages to be displayed, source of power supply, site conditions, height and location of signage and other such prevailing site conditions governing the cost.

3. Taxes, duties, levies etc.:
   The rates quoted shall be inclusive of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works but excluding GST which shall be payable over and above the approved rates as per actual. Variation of taxes, duties, fees, levies etc. (excluding GST) if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account in any case will be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statutory law during the currency of contract the same shall be borne by the Vendor. **GST will however be paid by the SBI as applicable.**

4. The Vendor shall study the schedule of items, technical specifications, drawings, design, etc. for its sufficiency considering all the regulations of local authorities and supply company and code of standard as applicable at the time of submitting the tender and shall bring to the notice of bank, addition or deletion, if any, in writing before due date of submission of tender.

5. Acceptance of tender
   The SBI/SBIIMS shall have the right to reject any or all tenders without assigning any reason. They are not to bind to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the SBI/SBIIMS However adequate transparency would be maintained by the SBI/SBIIMS
SAMPLE BUSINESS RULE DOCUMENT

Online E-Tendering For Supply and Installation of various Uniform Notice Boards at All the SBI branches under Mumbai Metro Circle.

(A) Business rules for E-tendering:

1. Only Empaneled Contractors With SBIIMS PVT. LTD. Under Appropriate Category Shall Only Be Eligible To Participate.

2. SBIIMS PVT.LTD. Will Engage The Services Of An E-Tendering Service Provider Who Will Provide Necessary Training And Assistance Before Commencement Of Online Bidding On Internet.

3. IN CASE OF E-TENDERING, SBIIMS WILL INFORM THE VENDOR IN WRITING, THE DETAILS OF SERVICE PROVIDER TO ENABLE THEM TO CONTACT AND GET TRAINED.

4. Business Rules like event Date, Closing And Opening Time Etc. Also Will Be Communicated Through Service Provider For Compliance.

5. Contractors have To Send By Email, The Compliance Form In The Prescribed Format (Provided By Service Provider), Before Start Of E-tendering. Without This The Vendor Will Not Be Eligible To Participate In The Event.


7. E-Tendering Will Be Conducted On Schedule Date & Time.

8. The E-Tendering Will Be Treated As Closed Only When The Bidding Process Gets Closed In All Respects For The Item Listed In The Tender.

(B) Terms & conditions of E-tendering:

SBIIMS PVT.LTD. shall finalize the Tender through e-tendering mode for which M/s E-Procurement Technologies Ltd., Has been engaged by SBIIMS an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-Tendering Shall Be Conducted By SBIIMS Through M/s E-Procurement Technologies Ltd. On Pre-Specified Date. While The Contractors Shall Be Quoting From Their Own Offices/ Place Of Their Choice, Internet Connectivity And Other Paraphernalia Requirements Shall Have To Be Ensured By Contractors themselves. In The Event Of Failure Of Their Internet Connectivity, [Due To Any Reason Whatever It May Be] SBIIMSPL shall not be responsible & no further request by the Bidder/ Tenderer shall be entertained. In Order To Ward-Off Such Contingent Situation Bidders Are Requested To Make All The Necessary Arrangements/ Alternatives Such As Back-Up Power Supply Whatever Required So That They Are Able To Circumvent Such Situation And Still Be Able To Participate In The E-tendering Successfully. Failure Of Power At The Premises Of Contractors During The E-tendering Cannot Be The Cause For Not Participating In The E-tendering. On account of

Signature of Tenderer
SUPPLY & INSTALLATION OF VARIOUS NOTICE BOARDS

this the time for the E-Tendering cannot be extended and SBIIMS Pvt. Ltd. is not responsible for such eventualities.

2. **M/s E-Procurement Technologies Ltd.**, shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.

3. **BIDDING CURRENCY AND UNIT OF MEASUREMENT**: Bidding Will Be Conducted In Indian Currency & Unit of Measurement Will Be Displayed In Online E-Tendering.

4. **BID PRICE**: The Bidder Has To Quote The Rate As Per The Tender Document Provided By SBIIMS Pvt. Ltd. Their Appointed Architects.

5. **VALIDITY OF BIDS**: The Bid Price Shall Be Firm For A Period Specified In The Tender Document And Shall Not Be Subjected To Any Change Whatsoever.

6. **Procedure of E-Tendering**:
   i. **Online E-Tendering**:
      (a) The hard copy of the technical as well as price bid document are available on the bank’s website during the period specified in the notice inviting tender (NIT).
      (b) Online E-Tendering Is Open To The Empanelled Bidders Who Receive NIT From The Architect And Qualified For Participating In The Price Bidding As Provisions Mentioned Hereinabove Through SBIIMS Approved Service Provider.
      (c) The Price-Bid Shall Be Made Available Online By The Service Provider Wherein The Contractors Will Be Required To Fill-In Their Item-Wise Rates For Each Item.
      (d) The Contractors Are Advised Not To Wait Till The Last Minute To Submit Their Online Item-Wise Quoting The Price Bid To Avoid Complications Related With Internet Connectivity, Network Problems, System Crash Down, Power Failure, Etc.
      (e) It Is Mandatory To All The Bidders Participating In The Price Bid To Quote Their Rates For Each And Every Item.
      (f) In Case, Contractor Fails To Quote Their Rates For Any One Or More Tender Items, Their Tender Shall Be Treated As “Incomplete Tender” And Shall Be LIABLE For Rejection.

7. **LOG IN NAME & PASSWORD**: Each Bidder Is Assigned A Unique User Name & Password By **M/s E-Procurement Technologies Ltd.**. The Bidders Are Requested To Change The Password After The Receipt Of Initial Password From **M/s E-Procurement Technologies Ltd.** Systems Limited. All Bids Made From The Login ID Given To The Bidder Will Be Deemed To Have Been Made By The Bidder.

8. **BIDS PLACED BY BIDDER**: Bids Will Be Taken As An Offer To Execute The Work As Specified. Bids Once Made, Cannot Be Cancelled / Withdrawn And The Bidder Shall Be Bound To Execute The Work At The Quoted Bid Price. In Case The L-1 Bidder Backs Out Or Fail To Complete The Work As Per The Rates Quoted, SBIIMS Shall At Liberty To Take Action As Deemed Necessary Including De-paneling Such Contractors And Forfeiting Their EMD.


10. **SBIIMS Shall Be At Liberty To Cancel The E-Tendering Process / Tender At Any Time, Before Ordering, Without Assigning Any Reason.**

11. **SBIIMS Shall Not Have Any Liability To Bidders For Any Interruption Or Delay In Access To The Site Irrespective Of The Cause.**

Signature of Tenderer
12. Other Terms And Conditions Shall Be As Per Your Techno-Commercial Offers And Other Correspondences Till Date.

13. OTHER TERMS & CONDITIONS:
   - The Bidder Shall Not Involve Himself or Any of His Representatives In Price Manipulation of Any Kind Directly or Indirectly By Communicating With Other Suppliers / Bidders.
   - The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS Pvt. Ltd. to any other party.
   - SBIIMS Pvt. Ltd. decision on award of Contract shall be final and binding on all the Bidders.
   - SBIIMS Pvt. Ltd. reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
   - SBIIMS or its authorized service provider M/s E-Procurement Technologies Ltd. Systems Limited shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
   - SBIIMS or its authorized service provider M/s E-Procurement Technologies Ltd. Systems Limited is not responsible for any damages, including damages that result from, but are not limited to negligence.
   - SBIIMS or its authorized service M/s E-Procurement Technologies Ltd. Systems Limited will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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

Signature of Tenderer
SUPPLY & INSTALLATION OF VARIOUS NOTICE BOARDS

PROCESS COMPLIANCE STATEMENT

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

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

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-
TENDERING FOR SUPPLY AND INSTALLATION OF VARIOUS UNIFORM NOTICE BOARDS
AT ALL THE SBI BRANCHES UNDER MUMBAI METRO CIRCLE

Dear Sir,

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

With regards,

Date:

Signature with company seal
Name:
Company / Organization:
Designation within Company / Organization:
Address of Company / Organization:
Scan it and send to this Document on sujith@eptl.in

Signature of Tenderer
TECHNICAL SPECIFICATIONS

1) Material shall be of approved quality and Make specified in the tender.
2) Samples of all materials to be used in the Signage shall be got approved along with prototype before proceeding with the work and the approved sample shall be deposited with the SBI/SBIIMS
3) If directed, materials shall be tested in any approved Testing Laboratory and the test certificates in original shall be testing including charges for repeated tests, if ordered, shall be borne by the Vendor.
4) It shall be obligatory for the Vendor to furnish certificate, if deemed by the SBI/SBIIMS from manufacturer or the material supplier that the work has been carried out by using their material and as per their recommendations.
5) All materials supplied by the Employer / any other Specialist Firms shall be properly stored and the Vendor shall be responsible for its safe custody until they are required on the works and till the completion of the work.
6) Unless otherwise shown on the Drawings or mentioned in the “Schedule of Quantities” or special specification, the quality of materials, workmanship, dimensions, etc., shall be as specified as hereunder.
APPLICATION FORM

1. Name of the applicant/organization:

2. Address:

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

4. Fax No.:

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

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

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

8. Registration with Govt. Authorities:
   a. Income-tax (PAN) No.:
   b. Goods & Service tax no. (GST):
   c. EPF Registration No.:
   d. ESI Registration No.:
   e. Contract Labour:

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

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

Signature of Tenderer
11. Amount of service tax/GST paid year-wise during last 3 financial years ending 31.03.2018

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

13. Details of under execution / awarded (Details may be given in the enclosed format - Form 'C')

14. Banker’s Name & address (Enclose solvency certificate from the bankers)

15. Latest Income Tax Clearance Certificate to be enclosed.

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

<table>
<thead>
<tr>
<th>Name of the Organization</th>
<th>Category</th>
<th>Year since empanelled</th>
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17. Annual turnover for the last 3 financial years (year-wise) ending 31.03.2019

Signature of Tenderer
### SUPPLY & INSTALLATION OF VARIOUS NOTICE BOARDS

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Annual Turnover</th>
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<tr>
<td>FY 2019-20</td>
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<td>FY 2018-19</td>
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<td>FY 2017-18</td>
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</table>

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

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

Signature of the applicant with seal

Date:

Place:

Signature of Tenderer
BIO-DATA OF THE DIRECTORS/PARTNERS/ KEY ASSOCIATES

1. Name : 
2. Date of Birth : 
3. Associates with the organization since: 
4. Professional Qualification : 
5. Professional Experience : 
6. Professional Affiliation : 
7. Membership in : 
8. Details of Published papers in Magazine / Journals (if any) : 
9. Details of cost effective methods/innovative techniques adopted in the project : 
10. Exposure to new material / technology : 

Signature of Applicant with Seal

Signature of Tenderer
FINANCIAL INFORMATION

I. BANK DETAILS
Name of the Bank :
Branch with Address :
City :
Contact Person in the Bank :
Contract Details :

II. DETAILS OF CHARTERED ACCOUNTANT
Name :
Address :
Registration details of accountant :
Contact Number :
E-mail address :

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

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<td>(i)</td>
<td>Gross Annual Turnover in Facility Management Works</td>
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<td>(ii)</td>
<td>Profit/Loss</td>
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<td>(iii)</td>
<td>Financial Position</td>
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<td>a.</td>
<td>Cash</td>
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<td>b.</td>
<td>Current Assets</td>
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<td>c.</td>
<td>Current Liabilities</td>
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<td>d.</td>
<td>Working Capital (b-c)</td>
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<td>e.</td>
<td>Current Ration</td>
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<td>f.</td>
<td>Acid Test Ratio (Quick Assets/Current Liabilities (a/c))</td>
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IV. Income Tax Clearance Certificate
V. Solvency certificate from Bankers (Schedule Bank) of Applicant.
VI. Financial arrangements for carrying out the proposed work

Signature of Charted Accountant with seal

Signature of Applicant with Seal

Signature of Tenderer
**SUPPLY & INSTALLATION OF VARIOUS NOTICE BOARDS**

Annexure-4

**DETAILS OF ALL 'SIMILAR' WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING BY 30 NOVEMBER 2019.**
(Enclose supporting documents i.e. Work order and Satisfactory Completion Certificate Obtained from the Clients)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Work</th>
<th>Name of the Client (with Brief Address of Concerned Office &amp; Contact No. and e-mail ID)</th>
<th>Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank</th>
<th>Date of Agreement with Client</th>
<th>Locaton and Scope of the Work</th>
<th>Actual Value of the Work</th>
<th>Date of commen cement as per contract &amp; actual date of Commencement</th>
<th>Stipulated Date of completion &amp; Actual date of completion</th>
<th>Litigation/Arbitration pending/In progress with details (if any)</th>
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*(Add separate sheet if required)*

Note:
1. For certificates, the issuing authority shall not be less than an Executive Engineer in charge.

Signature of Applicant with Seal

Signature of Tenderer
DETAILS OF ALL ‘SIMILAR’ WORKS ON HAND - UNDER EXECUTION OR AWARDED.
(Enclose Copies of Work Orders Issued by Clients)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Work</th>
<th>Name of the Client (with Brief Address of Concerned Office &amp; Contact No. and e-mail ID)</th>
<th>Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank</th>
<th>Date of Agreement with Client</th>
<th>Location and Scope of the Work</th>
<th>Actual Value of the Work</th>
<th>Date of commencement as per contract</th>
<th>Likely date of completion</th>
<th>If Work Left Incompleteness or Terminated (Furnish reasons)</th>
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</tbody>
</table>

*(Add separate sheet if required)*

Note:
1. Information has to be filled up specifically in this format.
2. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).
PERFORMANCE REPORT FOR ‘SIMILAR’ MAJOR COMPLETED WORKS
(REFERRED TO IN FORM ‘B’)

Name of the Work / Project & Location : 

Scope of Work : 

1. Agreement No. & Date : 

2. Estimated Cost / Tendered Cost : 

3. Actual Value of Work done : 

4. Date of Commencement 
   a. Stipulated date of Commencement : 
   b. Actual date of Commencement : 

5. Date of Completion 
   a. Stipulated date of Completion : 
   b. Actual date of Completion : 

6. Amount of compensation levied for delayed completion if any. : 

7. Performance report based on 
   Quality of Work, : Excellent / Very Good / Good / Poor 
   Time Management, : Excellent / Very Good / Good / Poor 
   Resourcefulness, : Excellent / Very Good / Good / Poor 
   Financial Soundness, : Excellent / Very Good / Good / Poor 
   Technical Proficiency, : Excellent / Very Good / Good / Poor 

Superintending Engineer / Chief Project Manager or Equivalent 
Name of Organization 

Note : 
1. The performance report is to be submitted separately for all major works mentioned in Form ‘B’.

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

**Annexure-7**

**DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name &amp; Adhar No.</th>
<th>Designation</th>
<th>EPF &amp; ESIC No.</th>
<th>Educational Qualification</th>
<th>Professional Experience</th>
<th>Length of continuous service with employer in years</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>2</td>
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<td>7</td>
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</tbody>
</table>

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

Signature of Applicant with Seal

Signature of Tenderer
DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

I/We..........................................................................................................................................................S/o/D/o.................................................................................................................................................................
......................................................................................................................................................Residing at ..................................................................................................................................................
..................................................................................................................................................................................... hereby certify that none of our relatives(s) as defined in the Tender document is/are employed in SBI as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, SBI shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

(The near relatives are members of a Hindu undivided family/husband and wife/ the one related to the other in the manner as father, mother, son(s) and son's wife (daughter-in-law), daughter(s), husband (son-in-law), brother(s) and brother's wife, sister(s) & sister's husband (brother-in-law).

Place :

Date :

Signature of Applicant with Seal

Name in Capital Letters:

Address:
FORM OF BANKERS’ / SOLVENCY CERTIFICATE FROM A SCHEDULED COMMERCIAL BANK

To,
Vice President & Circle Head,
SBI Infra Management Solutions Pvt. Ltd.,
CIRCLE OFFICE
3rd Floor, SBI Local Head Office, Synergy Building,
Bandra Kurla Complex, Mumbai 400 051.

No.: Date:

SOLVENCY CERTIFICATE

This is to certify that, to the best of our knowledge and information, M/s / Sri……….………., a customer of our bank, has been maintaining Savings Bank / Current Account bearing number…………………………..with our …………………………………………..……….. Branch, since ___________ (Month and Year).

We understand from the customer that the certificate is for the purpose of Tender with your organisation. We further certify that M/s / Sri ……………………………..is solvent to the extent of INR …………………….. (Rupees………………only).

This certificate issued by the Bank on the specific request of the customer and should be regarded as without any guarantee or liability, financial or otherwise, on the part of the Bank or its officials.

(Signature)

For the Bank

Note:
1. Bankers’ certificate should be original on the letter head of the Issuing Bank duly sealed in cover and addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.
DECLARATION

(TO BE SUBMITTED BY THE APPLICANT ON THEIR FIRM/COMPANY’S LETTER HEAD ALONGWITH THEIR APPLICATION)

Vice President & Circle Head,
SBI Infra Management Solutions Pvt. Ltd.,
CIRCLE OFFICE
3rd Floor, SBI Local Head Office, Synergy Building,
Bandra Kurla Complex, Mumbai 400 051

I/We hereby certify that:

1. I / We have submitted PQ document strictly on the format prescribed by the SBIIMS and are available on the Bank’s website & there is no change in formatting, number of pages etc

2. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of PQ document submitted by us are clear & legible.

3. I / We have signed (with stamp) all the pages of the PQ document before submitting the same.

4. I / We have sealed the PQ documents properly before submitting the same.

5. I /We have read carefully & understood the instructions to the applicants.

6. I / We hereby understood and accordingly confirm that all Tender documents and supporting Prequalification documents/annexures etc. are required to be submitted by us strictly in the prescribed format only. In case, the Bid/documents submitted by us along with this tender is found in any other formats and not complying this condition, we hereby authorise the SBIIMS/SBI to summarily reject our tender for which we shall not make any protest.

7. I / We have not made any modification / corrections / additions /deletions etc in the PQ documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded PQ documents from the original and / or any documentation, SBIIMS Pvt. Ltd. on behalf of SBI shall have the absolute right to disqualify / reject our Tender and also debar me / us in participating in any future tenders of SBIIMS/SBI without any prior intimation to me / us.

8. I/We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

Signature of Tenderer

Annexure-10
SUPPLY & INSTALLATION OF VARIOUS NOTICE BOARDS

Signature of Applicant with Seal

Signature of Tenderer
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 Camaa Road, Mumbai 400 021 and one of the circle office at SBI Local Head Office, Mumbai, Dispur, Assam represented by authoorized officer of SBI. (hereinafter called “the Employyer”) on the one part

And

M/s ___________ (proprietorship/partnership firm/Company), incorporateed under the provi-sions of the Companies Act and having its registered office at ________________________ (hereinafter called “the Vendor”) representeed 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 empanellled Contractor under SBI, LHO, Mumbai for execuution of “supply & installation of various Uniform Notice Boards at all the SBI branches under North Eastern Circle”

AND WHEREAS the Employerrr had called for tenders from empanelledd 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 Mumbai Metro 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 reccording the terms and conditions upon which the said services are to be rendered by the Venddor.

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 too 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 Mumbai Metro 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 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 Mumbai and only the Courts in Mumbai 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

__________________________________ (Signature of Witness)

hand of Shri ____________________

__________________________________ (Signature of Employer)

(Name and Designation)

In the presence of:

Shri / Smt. ____________________

Address ____________________

__________________________________ (Witness)

SIGNED AND DELIVERED by the
__________________________________ by the

__________________________________ (Signature of Contractors)

in the presence of:

Shri / Smt. ____________________ (Signature of Witness)

Address ____________________
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.
SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.

CIRCLE OFFICE, THIRD FLOOR, STATE BANK OF INDIA, SYNERGY BUILDING, C-6, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA EAST, MUMBAI-400051

ONLINE TENDER FOR SUPPLY & INSTALLATION OF VARIOUS TYPES OF UNIFORM NOTICE BOARDS AT SBI BRANCHES UNDER MUMBAI METRO CIRCLE, MUMBAI

PART – B: PRICE BID
SUPPLY & INSTALLATION OF VARIOUS TYPES OF UNIFORM NOTICE BOARDS AT SBI BRANCHES UNDER MUMBAI METRO CIRCLE, MUMBAI

PART – B: PRICE BID

Note :- 1. Estimated number of boards would be about 400 +/- 25% for each item.

2. The rates quoted shall be inclusive of transportation, delivery, installation & fixing. Only GST will be paid extra.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Items</th>
<th>Rate per unit</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply &amp; Installation of Comprehensive Notice Board as at Annexure-I made of Sun Board (4.0 mm thick) 30 inch x 40 inch (height) (76 cm x 102 cm) size and vinyl print by HP Latex Machine – as per the Sample photo in English as at Annexure I and in Hindi as at Annexure II for each branch. The boards to be fixed with 4 numbers mirror screw fittings.</td>
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<tr>
<td>2.</td>
<td>Supply &amp; Installation of Combined Board as at Annexure-III &amp; IV made of Sun Board (4.0 mm thick), 25 inch X 35 inch (height) (63.5 cm x 89 cm) size and vinyl Print by HP Latex Machine – as per the Sample Photo in English as at Annexure III. The boards to be fixed with 4 numbers mirror screw fittings.</td>
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<tr>
<td>3.</td>
<td>Supply &amp; Installation of Pinup Board as at Annexure-V of size 2 feet X 2 feet (61 cm x 61 cm) size for displaying typewritten notices on A4 size paper as at Annexure-V.</td>
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<td>4.</td>
<td>Supply &amp; installation of 3 mm thick (each) Acrylic sheet (Japanese Cast Pure glass Transparent) Sandwich Board (two sheets of 3mm thick sandwiched together) as at Annexure-VI. The boards to be fixed with 4 numbers 0.75” SS studs.</td>
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<td>i. Size 2 feet X 3 feet (61cm x 91.45 cm)</td>
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<td>ii. Size 2 feet X 2.5 feet (61cm x 76.20 cm)</td>
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<td></td>
<td>iii. Size 2 feet X 2 feet (61cm x 61 cm)</td>
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Signature of Tenderer
# COMPREHENSIVE NOTICE BOARD

**A. CUSTOMER SERVICE INFORMATION**

- We have displayed the services we provide
- We have separately displayed the key interest rates on deposits & forex rates in the branch.
- Nomination facility is available on all deposit accounts, articles in safe custody and safe deposit vaults.
- We exchange soiled notes and mutilated notes.
- We accept / exchange coins of all denominations.
- Please refer to our Cheque Collection Policy for the applicable timeframe for collection of local and outstation cheques.
- For satisfactory accounts, we offer immediate credit of outstation cheque up to ₹________ (Please refer cheque collection policy)
- Bank’s MCLR (Marginal Cost of Lending Rate) is ____________ w.e.f. ____________

**B. SERVICE CHARGES**

<table>
<thead>
<tr>
<th>Type of Account</th>
<th>Minimum Balance Requirement (Monthly/quarterly/half yearly) (₹)</th>
<th>Charges for non-maintenance thereof (₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Savings Account</td>
<td>Details kept in Compendium of Customer Information</td>
<td></td>
</tr>
</tbody>
</table>

**C. GRIEVANCE REDRESSAL**

- If you have any grievances/complaints, please approach Branch Manager  
  (Name, Contact Number)
- If your complaint is unresolved at the branch level, you may approach our Regional/Zonal Manager at  
  (Address)
- If you are not satisfied with our grievance redressal, you may approach the Banking Ombudsman at:  
  (Name, Address, telephone numbers and e-mail address should be given)

**D. OTHER SERVICES PROVIDED**

- We also offer digital payments and services.
- We open 'Basic Savings Bank Deposit Accounts'
- We accept direct tax collection. (Please quote PAN/TAN on challan. Do not drop Challans in the Drop Boxes)
- We open Public Provident Fund Accounts.
- The Senior Citizens Savings Scheme, 2004 is operated here.
- The schemes sponsored by Government of India and State Government are operated here.
- We offer MSME loans/products/Mudra Loans.
- We issue Kisan Credit Cards.
- Donations for PM's relief fund are accepted here.

**E. INFORMATION AVAILABLE IN BOOKLET FORM (Please approach ‘MAY I HELP YOU’ Counter)”**

- All the items mentioned in (A) to (D)
- The Citizen's Charter for Currency Exchange facilities.
- Time norms for common transactions.
- Design and security features of all the bank notes.
- The complete service charges, including services rendered free of charge.
<table>
<thead>
<tr>
<th>विवरण</th>
<th>1.</th>
<th>2.</th>
<th>3.</th>
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<tr>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
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सिद्धांत: यह स्पष्ट है कि इस प्रकार का स्पष्टांक प्रदान किया जाता है।

ध्यान दें कि यहाँ दिए गए सिद्धांतों का उल्लेख करते हुए, हम केवल वेबसाइट के लिए उपलब्ध सामग्री का ही उपयोग करते हैं।
NOTICE

Please notify any unauthorised electronic transaction on 1800 425 3800 or 1800 11 2211 immediately. Longer the time taken to notify, higher would be the risk of loss to you.

Photography / Videography in the premises is strictly prohibited

<table>
<thead>
<tr>
<th>Central Assistant Public Information Officer (CAPIO) for the Branch/Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shri / Smt. ___________________________</td>
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<tr>
<td></td>
</tr>
<tr>
<td>Designation: CAPIO &amp; _______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Central Public Information Officer (CPIO) for the Branch / Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shri / Smt. ___________________________</td>
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<tr>
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</tr>
<tr>
<td>Designation: CPIO &amp; _______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Appellate Authority</th>
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</thead>
<tbody>
<tr>
<td>Shri / Smt. ___________________________</td>
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<td></td>
</tr>
<tr>
<td>Designation: Appellate Authority &amp; _______</td>
</tr>
</tbody>
</table>

https://sbi.co.in OR https://bank.sbi
नोटिस

कृपया 1800 425 3800 या 1800 11 2211 पर किसी भी अनधिकृत इलेक्ट्रॉनिक लेनदेन को सूचित करें।
सूचना देने में जितना अधिक समय लगेगा, उतना ही आपको नुकसान का खतरा होगा।

परिसर में फोटोग्राफी / वीडियोग्राफी पूर्ण रूप से प्रतिबंधित है

शाखा/कार्यालय के लिए केंद्रीय सहायक लोक सूचना अधिकारी (CAPIO)

<table>
<thead>
<tr>
<th>श्री/श्रीमती __________________________</th>
<th>भारतीय स्टेट बैंक ईमेल आईडी और फोन नंबर के साथ पता।</th>
</tr>
</thead>
<tbody>
<tr>
<td>पदनाम: सीएपीआईओ और _________ (अधिकारी का पदनाम)</td>
<td></td>
</tr>
</tbody>
</table>

केंद्रीय लोक सूचना अधिकारी (CPIO) शाखा/कार्यालय के लिए

<table>
<thead>
<tr>
<th>श्री/श्रीमती __________________________</th>
<th>भारतीय स्टेट बैंक ईमेल आईडी और फोन नंबर के साथ पता।</th>
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</thead>
<tbody>
<tr>
<td>पदनाम: सीपीआईओ और _________ (अधिकारी का पदनाम)</td>
<td></td>
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</tbody>
</table>

अपीलीय प्राधिकारी

<table>
<thead>
<tr>
<th>श्री/श्रीमती __________________________</th>
<th>भारतीय स्टेट बैंक ईमेल आईडी और फोन नंबर के साथ पता।</th>
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<tbody>
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<td>पदनाम: अपीलीय प्राधिकारी और _________ (अधिकारी का पदनाम)</td>
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https://sbi.co.in OR https://bank.sbi
ANNEXURE VI

SANDWICH BOARD