

SUPPLY OF PAPER FOLDERS TO OFFICES/ DEPARTMENT OF SBI IN THE REGION OF HYDERABAD & SECUNDERABAD

NIT NO:HYD201909294

Date:19.09.2019



SBI INFRA MANAGEMENT SOLUTIONS PVT LTD
(WHOLLY OWNED SUBSIDIARY OF SBI)

INVITES TENDERS ON BEHALF OF SBI LHO, HYDERABAD.
IN A TWO BID THROUGH E-TENDERING PROCESS. FOR

SUPPLY OF PAPER FOLDERS FOR USE OF SBI LHO DEPARTMENTS/ OFFICES IN
HYDERABAD

From the reputed firms for doing business in printing and stationery items
Who have atleast 3 years experience as a supplier of similar kind of products to the
Central Govt./State Govt. Institutes/Prestigious Organizations.

The Vice president& Head,
SBI Infra Management Solutions Pvt. Ltd.
Ground Floor, Adj Commercial Branch, SBI LHO campus,
Bank Street, Koti,
Hyderabad – 500 095
Phone:040-23466310/46

NOTICE INVITING TENDER. (NIT)

1.	Name of the Work	Supply of paper folders for use of SBI LHO Departments/ Offices in Hyderabad
2.	Eligibility of the contractor/ Agency	From the reputed firms for doing business in printing and stationery items Who have atleast 3 years experience as a supplier of similar kind of products to the Central Govt./State Govt. Institutes/Prestigious Organizations
3.	Estimated cost of work:	Rs.3,00,000.00 plus GST as applicable
4.	Earnest Money Deposit. (EMD)	Rs. 3,000/- all Drafts/BCs shall be in favour of "SBIIMS, Hyderabad". Payable at Hyderabad.
5.	Quantum of security Deposit	5% of Contract value by way of DD will be held till completion of Defect Liability period(six months)
6.	Tender Cost	Rs.1000/- to be paid through State Bank Collect ONLY as detailed under; 1) login https://www.onlinesbi.com 2) Select SB Collect from Top Menu, click the check box and "Proceed" 3) Select "All India" in "State of Corporate/Institution" & 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 uppercase 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 Number. along with EMD.
7.	Time of Completion:	30 DAYS.
8.	Payment terms	No advance will be paid . Upon supply of the paper folder SBI LHO total amount will be paid
9.	Date of download of tender documents from Bank's web site http://www.sbi.co.in under "procurement news".	From 20.9.2019 to 01.10.2019
10.	Last date and time for submission of offline tender.	Date: 01.10.2019 by 3.00 P.M.
11.	Date and Time of opening of Tenders: (Technical Bid and Price Bid)	Date: 01.10.2019 at 3.30 P. M. (IST).
12.	Address for submission of tender	Vice President, SBI Infra Management Solutions Pvt. Ltd., Office, Ground floor, Adj to commercial branch, SBI LHO campus, Bank Street, Kothi, Hyderabad - 500 095.
13.	Address of opening of tender	Vice President, SBI Infra Management Solutions Pvt. Ltd., Office, Ground floor, Adj to commercial branch, SBI LHO campus, Bank Street, Kothi, Hyderabad - 500 095. Technical Bid of those firms / contractors who do not submit EMD shall be rejected. Those who are already submitted the one time EMD need not to be submitted again. Representatives of Bidder may be present during opening of Bids. However Bids would be opened even in the absence of any or all the bidder's representatives.
14.	EMD to be submitted at:	EMD should be submitted physically at above mentioned address before due date. Contact: Vice President. 040-23466346. vg.reddy@sbi.co.in
15.	Initial Security Deposit	Nil
16.	Defects Liability Period	6 months
17.	Total Security Deposit	Equivalent to Cost of EMD and it will be released after completion of defect liability period. i.e 6 months.
18.	Liquidated Damages	0.50% per week subject to max 5% of the value of work
19.	Validity	90 days
20.	Distribution of work;	if L-1 is not able to supply the paper folders within stipulated time period , SBIIMS has right to distribute the work to other participated bidders with L-1 rate ,

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The SBIIMS reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

ELIGIBILITY OF THE AGENCY/ CONTRACTOR.

- 1) The agency who are in the field for the last 3 years ending with 31.07.2019.(Submit the work orders and completion certificates as a evidence)
- 2) The Agency should have established office in the State of Telangana/ Andhra Pradesh.

INSTRUCTIONS TO CONTRACTORS.

1. SBI Infra Management Solutions Pvt. Ltd. on behalf of State Bank of India invites online Tenders from the Contractors/ Agencies dealing with printing or stationary works
2. SCOPE OF WORK

TECHNICAL SPECIFICATIONS FOR THE PAPER FOLDERS:-

Sealed Tenders are invited for printing and supply of File Folder for office use from reputed firms with valid license for doing business in printing and stationery items. Participating firms are requested to verify the sample available in the Office of the SBIIMS, Koti, Hyderabad before quoting the rate, if required.

SPECIFICATIONS FOR PAPER FILE FOLDER

1	Size(Outer)	Folder size 34.5cms x 24cms (Opening Size 34cmsX 48 cms)
2	material:	350GSM art card
3	Colour preference:	Multi colour as per the sample given by SBIIMS.
4	Centre creasing	Must be adjoining with small strip of cloth lining at the jointing on the entire length at inside potation.
5	Pockets:	
5a	One transparent pocket of size 20.5 cm height x 22 cm width inside the left &right folds semi circular shape as per sample	
6	Printing: logo with SBI in blue colour should be printed on the middle portion on the facing side of the folder. Address/Department of the SBI should be printed at the bottom portion of the facing side of the folder(Department name can also stick in folder front page).	
7	Sample File Folder is available in the SBIIMS office for verification of the tenderer, on request. Tenderers should have at least 3 years experience as a supplier of similar kind of products to the Central Govt./State Govt. Institutes/Prestigious Organizations.	

Terms & Conditions:

1. The Tender should be sealed and super scribed as "Tender for printing of File Folder for.
2. Rates quoted must be valid for one year.
3. The rates should be quoted inclusive of all taxes, freight, packing, forwarding, transportation(GHMC), etc. except GST. GST will be paid extra by the Bank
4. Any tender, submitted without EMD& tender cost will not be accepted.
5. The tender is not transferable.
6. The offers received through telex/tele-fax/e-mail will not be accepted by the SBIIMS under any circumstances.
7. The SBIIMS shall not be responsible for any delay/loss or non-receipt of tenders by post/courier service.
8. No unsolicited correspondence shall be entertained after the submission of the offer.
9. Quoting merely the lowest price does not confer any right on any bidder for award of supply order. The SBIIMS, reserves the right to select any bid on the ground of quality, brand reputation, offer of additional/special features, compatibility, etc.
10. The Tenderer shall not assign or sublet the entrusted work to any other third party for any benefit there under.
11. The SBIIMS also reserves the right to reject any bids with unbranded/substandard brand/uncertified brands of products even if they found to be lowest.
12. Delivery is to be made within 30 days from the date of supply order during the working days on office hours.
13. If the folder is not up to the prescribed quality or specification, it is liable for outright rejection.
14. At the time of dispatch of articles, Delivery Note/Challan should be given along with the articles.
15. The price approved should be maintained without any change during the contract period of ONE year.
16. All legal disputes arising out of this tender will fall under the jurisdiction of courts in Hyderabad only.

17. Printing firms accepting the terms and conditions of the SBIIMS may submit their quote in sealed cover super scribing "Tender for printing of file folder" as per the details given above,

Date:18.06.2018

Vice President & Circle Head

3.a) The earnest money of unsuccessful tenderers will be returned as soon as possible after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfilment of the contract. No interest will be paid for the earnest money deposited. And if tenderer backs out during before/ during execution of th work, SBIIMS will forfeit their EMD without assigning any reasons.

4. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money, if any deposited by him will be forfeited to SBIIMS or such action taken against him by SBIIMS.

5. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.

6. a) The tenderers shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of certification marks along with their tender in support of it.

b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. The SBIIMS reserve the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.

7. The final acceptance of the tenders rests entirely with the SBIIMS who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tender as may be allotted to them.

8. In the case of materials of technical nature, the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.

9. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless the successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period specified in the letter of acceptance. The contractor shall have to pay all stamp duty/lawyer's charges and other expenses incidental to the execution of the agreement.

10. a) The successful tenderer shall, before signing the agreement, and within the period specified in the letter of acceptance of this tender, deposit a sum equivalent to **5 per cent of the value of the contract as security for the satisfactory fulfilment of the contract less the amount of money deposited by him among with his tender.** The amount of security may be deposited in the manner as specified in the NIT or in fixed Deposit Receipt of State Bank of India, endorsed in favour

of the Vice President, SBIIMS, Hyderabad. Letter of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of the SBIIMS. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited by the SBIIMS, and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the SBIIMS on account of the purchase will be recovered from the defaulter who will, however not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm, their registration is liable to be cancelled.

b) In cases where a successful tenderer, after having made partial supplies, fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the SBIIMS, be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the SBIIMS shall thereby, together with such sums as may be fixed by the SBIIMS towards damages, be recovered from the defaulting tenderer.

c) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

11. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the SBIIMS and the contractor, the SBIIMS shall be entitled to deduct out of the deposit or the balance thereof, until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due to any time from the SBIIMS to the contractor. In all cases where there are guarantee for the goods supplied, the security deposit will be released only after the expiry of the guarantee period.

12. a) All payments to the contractor will be made by the user department in due course:-
i) By NEFT/RTGS or draft on the State Bank of India;

13. Payments will be made only after the supplies are actually verified and taken to stock and after successful installation as the case may require.

14. The contractor shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the Vice President who shall have absolute power to refuse such consent or to rescind such content (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

15. a) In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors

for the settlements of his creditors for the settlement of his debts, or carries on his business or the contract under inspection on behalf of his creditors or in any case receiving order or orders, for the administration of his estate are made against him, or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses of his contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits: the contract shall thereupon, after notice given by the Vice President to the contractor, be determined and the SBIIMS may complete the contract in such time and manner and by such persons as the SBIIMS shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the SBIIMS against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to the SBIIMS by any breach of contract by the contractor shall be aid by the contractor to the SBIIMS and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

16. a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for SBIIMS (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the SBIIMS by and order in writing under the hand of the Vice President put an end to this contract and in case the SBIIMS shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages and expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to the SBIIMS under and by virtue of this contract, it is shall be lawful for the SBIIMS from and out of any moneys for the time being payable or owing to the contractor from the SBIIMS under or by virtue of this contractor otherwise, to pay and reimburse to the SBIIMS all such costs, damages and expenses they may have sustained incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such differences in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.

b) In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the SBIIMS, Hyderabad.

17. Any sum of money due and payable to the contractor (including security deposit returnable to him) under the contract may be appropriated by the SBIIMS or any other person authorized by the SBIIMS and set off against any claim of the SBIIMS for the payment of a sum of money arising out of or under any other contract made by the contractor with the SBIIMS or any other person authorized by the SBIIMS. Any sum of money due and payable to the successful tenderer or contractor from the SBIIMS shall be adjusted against any sum of money due to the SBIIMS from him under any other contracts.

18. Every notice thereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place or abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posed, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post a letter so addressed and posted would reach his place of abode or business.

19. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.

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20. No representation for enhancement of rates once accepted will be considered.
21. Any attempt on the part of the tenderers or their agents to influence the SBIIMS in their favour by personal canvassing with the officers concerned will disqualify the tenderers.
22. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
23. The price quoted should be inclusive of all taxes except GST (GST will be paid by the Bank), which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.
24. Special conditions, if any, of the tenderers attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
25. The tenderer should send along with his tender **an agreement** executed and signed in Telangana stamp paper worth Rs.200/-. **Tenders without the agreement in stamp paper will be rejected outright.**
26. As per GST Rule, **2% GST** will be deducted at source (TDS) at the time of payment of the bill, when the bill amount exceeds Rs.2.5 lakhs.

SUPPLY OF PAPER FOLDERS FOR USE OF SBI LHO DEPARTMENTS / OFFICES IN HYDERABAD

APPLICATION FORMAT		
TENDER NOTICE FOR SUPPLY OF PAPER FOLDERS TO SBI LHO, HYDERABAD		
PROFILE:		
1.	Name of the Contractor/Agency/Firm	
2.	Address Phone No. (a) Landline with STD code (b) Mobile (c) Email-ID	
3.	Year of establishment (please enclose documentary evidence)	
4.	Status of the firm whether company/firm/ Proprietary.(Enclose certified copies of documents as evidence)	
5.	Name of Directors/Partners/Proprietor	
6.	Names & Bio-data of Proprietor/Partners/Associates/Directors, Details may be given in the Enclosed format	(Annexure "A")
7.	Whether registered for GST Purpose. If so, mention GST number and Date (Enclose certified copies of documents as evidence)	
8.	Whether an assessee of Income Tax. If so, mention PAN number. (Furnish copies of I.T. clearance certificate)	
9.	Whether registration/obtention of license from Govt authorities e.g., Labour Deptt, ESIC, etc are in place (please enclose documentary evidence)	
10.	Detailed description of high value of three works done during the last 7 years.	(Annexure "B")
11.	Annual turnover for the last 3 years	Enclose trading & profit and loss statement
12.	Names and addresses of the persons who will be in a position to certify about the quality as well as performance of your organization	
13.	Declaration regarding near relatives working in the Bank	

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14.	Income tax paid during last 3 years(Enclose certified copies of document as evidence)	
15.		
16.		
17.		
18.	Name & value of other works on hand. Details may be given in the enclosed format	(Annexure "C").
19.	List of consultants engaged by the Firm	
20.	Latest Income Tax Clearance Certificate to be enclosed	
21.	List of completion certificate etc. from the clients : for completed / ongoing projects	
22.	Certified copies of the letter of intent for award : of the work from reputed private/multinational organizations/PSUs etc.	
23.	Particulars of participation in competitions and awards if any received	
24.	Whether the company has any time been disqualified/ blacklisted/ delisted by any other nationalized Bank or any Govt/ Semi.Govt .Organization, if yes give details	
25.	Statutory registrations: (Attach documentary proofs)	
26.	(a) Shop & Establishment Act License	
27.	(b) Contract Labour Registration (with State of AP)No.	
28.	(c) Sales Tax No.	
29.	(d) PAN No.	
30.	(e) Service Tax No & GST No.	
31.	(f) EPF No.	
32.	(g) ESI No.	
33.	(h) Gratuity Act Reg No.	
34.	List of Branches / Controlling Offices in Telangana & other states, if any. (Please mention verifiable address, name of the Branch Manager, his Tele. No.)	

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ANNEXURE "A"

**BIO-DATA OF THE PROPRIETORS/ PARTNERS / ASSOCIATES /
DIRECTORS**

(Use one sheet per official)

1.	Name	:	
2.	Date of Birth	:	
3.	Professional Qualifications	:	
4.	Professional Experience	:	
5.	Professional Affiliation	:	
6.	Associated with the firm since	:	
7.	Membership in	:	
8.	Details of Published papers in Magazine	:	
9.	Details of cost effective methods/ designs adopted in the projects	:	
10.	Exposure to new materials/Techniques	:	

Note: Please enclose relevant copies of documents.

Signature of the Applicant
(with seal)

Date:

Place:

ANNEXURE "B"

NAME AND VALUE OF MAJOR WORKS COMPLETED DURING THE LAST 7 YEARS

Sl. No.	Name of the client	Name & Designation of Key Contact Person with Phone / Mobile / FAX / E-mail	Stipulated time of contract (months) Enclose clients certificate for satisfactory completion		Reason for termination of Contract	Remarks
			From	To		

Notes:

1. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure /Attached Documents".
2. Date shall be reckoned as on 31.08.2019
3. For certificates, the issuing authority shall not be less than an Executive Engineer or equivalent in charge of the relevant work /project.

Furnish the names of three responsible clients/persons to whom the major works carried out by the applicant with address and telephone number who will be a position to certify about the quality as well as past performance of your organization.

NAME OF THE OFFICIAL	ORGANIZATION & ADDRESS	CONTACT NUMBERS

Date:
Place:

Signature of the Applicant
(with seal)

ANNEXURE "C"

NAME & VALUE OF OTHER WORKS ON HAND

Sl. No.	Name of the client	Name & Designation of Key Contact Person with Phone / Mobile / FAX / E-mail	Stipulated time of contract (months) Enclose clients certificate for satisfactory completion		Reason for termination of Contract	Remarks
			From	To		

Notes:

1. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure /enclosed documents".

Date:

Place:

Signature of the Applicant
(with seal)

SPECIAL CONDITIONS OF CONTRACTOR

Dear Sirs,

I/We the undersigned have carefully gone through and clearly understood after visiting the site and the Tender drawings and tender documents comprising of the tender form, Notice to contractors, prepared by SBIIMS.

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates which/I/We have quoted for the respective items of the Probable Bill of Quantities and at which rate the items specified amount as specified in NIT

I/We are depositing as Earnest Money, as specified in NIT, along with this tender for due execution of the work at my/our tendered rates together with any variations which shall be adjusted by the sbiims at prices based on our tendered rates.

In the event of this Tender being accepted I/We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, within 15 days of receipt of work order, in default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid EMD

I/We further agree to complete the work covered in the said schedule of quantities within 12months from the 15th day reckoned from the date of issue of the work order to commence the work or on which contractor is instructed to take possession of the site, whichever is later.

I/We agree not to employ Sub-contractors other than those that may be specifically approved by your Architects/SBIIMS for this contract work.

General Terms & Conditions:

1. The Security Deposit shall be released without interest 12 months after successful completion of work. (i.e after defect liability period)
2. The SBI shall pay the invoice for the work completed as per the terms on production of GST Invoice. No other charges of any kind shall be payable.
3. No request for making advance payment on any ground shall be entertained.
4. The Income tax as applicable shall be deducted from the bill unless exempted by the Income tax Department.
5. The decision of SBI in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
6. An agreement shall be entered in with the successful agency.
7. The Authorized Officer/ Committee of SBI shall be the sole authority to decide and judge the quality of the work rendered by the Agency and all other matters and his decision shall be final and binding.
8. The quantities mentioned in the tender document is approximate there may be +/- 10% variations.

9. SETTLEMENT OF DISPUTES AND ARBITRATION:

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of our 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 work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (a) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to **The Vice President, SBI Infra Management Solutions Pvt. Ltd., Circle Office, Ground Floor, State Bank of India, Adj to commercial branch, SBI LHO CAMPUS, Bank Street, Kothi, HYDERABAD – 500 095** and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the bank be in any way liable in respect of any claim by the contractor unless notice of such claim have been given by the Contractor **The Vice President, SBI Infra Management Solutions Pvt. Ltd., Circle Office, Ground Floor, Adj to Commercial branch, State Bank of India, LHO Campus, Bank Street, Kothi, HYDERABAD – 500 095** in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to **The Vice President, SBI Infra Management Solutions Pvt. Ltd., Circle Office, Ground Floor, Adj to Commercial Branch, State Bank of India, LHO Campus, Bank Street, Kothi, HYDERABAD – 500 095** in writing in the manner and within the time aforesaid.

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- (b) **The Vice President**, SBI Infra Management Solutions Pvt. Ltd., Circle Office, Ground Floor, Adj to Commercial Branch, State Bank of India, **LHO campus, Bank Street, Kothi**, HYDERABAD – 500 095 shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of **The Vice President**, SBI Infra Management Solutions Pvt. Ltd., Circle Office, Ground Floor, Adj Commercial Branch, State Bank of India, **LHO campus, Bank Street, Kothi**, HYDERABAD – 500 095 submit his claims to the conciliating authority namely the Circle Development Officer, State Bank of India, Local Head Office, Hyderabad for conciliation along with all details and copies of correspondence exchanged between him and **The Vice President**, SBI Infra Management Solutions Pvt. Ltd., Circle Office, Ground Floor, Adj to commercial Branch, State Bank of India, **LHO campus, Bank Street, Kothi**, HYDERABAD – 500 095.
- (c) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- (d) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes of differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left 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 alongwith the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules mad thereunder.

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

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

10. TERMINATION OF CONTRACT BY EMPLOYER:

If the contractor (being an individual or a firm) commit any " Act of Insolvency ", or shall be adjudged as insolvent, or shall make an assignment or composition of the greater part in number of amount of his creditors, or shall enter into a Deed of Assignment with his creditors, or (being an incorporated Company) shall have an order made against him or pass an effective Resolution for winding up either compulsorily, or Subject to the supervision of the court or voluntarily, or if the official Assignee of the contractor shall repudiate the Contract, or if the Official Assignee or the Liquidator in any such winding up shall be unable, within seven days after notice to them requiring him to do so, to show to the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and if required by the Architect to give a security there for, or if the contractor shall suffer any payment under this contract to be attached by or on behalf of any of creditors of the Contractor, if the Contractor shall assign or sublet the contract without the consent in writing of the Architect first obtained, or if the contractor shall charge or encumber this Contract for any payments due or which may become due to the Contractor thereunder, or if the Architect shall certify in writing to the SBIIMS that in his opinion the Contractor:

- (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 work for fourteen days after receiving from the Architect written notice to proceed, or
- (c) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within time agreed upon or
- (d) Has failed to remove materials from site or to pull down and replace works within seven days after receiving from Architect written notice that the said materials or work were condemned and rejected by the Architect under these conditions or
- (e) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things required by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the contractor to observe or perform the same, or
- (f) Has to the detriment of good workmanship or in defiance of the Architects instructions to the contrary, submit any part of the contract or has used in the permanent works important materials which are substandard and not as per specification fraudulently making the Architect / SBIIMS to believe that it is the specified material.

SUPPLY OF PAPER FOLDERS TO OFFICES/ DEPARTMENT OF SBI IN THE REGION OF HYDERABAD & SECUNDERABAD

Then and in any of the said caused the SBIIMS with the written consent of the Architect may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the contract, but without thereby affecting the powers of the Architect or the obligations and liabilities of the Contractor, the whole of which shall continue to be in force as fully as if the contract has not been so determined and as if the works subsequently executed and being executed by or on behalf of the contractor. And further, SBIIMS with the consent of the Architect by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, shed, machines, steam and other power utensils and materials lying upon premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workman in carrying on and completing of the works or by employing any other Contractor or any other person or persons to complete the works and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works, when the work shall be completed, or as soon thereafter as convenient, the Architect shall give a notice in writing to the Contractor, to remove his surplus material and plant and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the SBIIMS may sell the same by public auction and shall give credit to the Contractor for the amount so realized. The Architects shall thereafter shall assertion and certify in writing under his hand what (if anything) shall be due or payable to or by the SBIIMS, for the value of the said plant and materials so taken possession of by SBIIMS, and the expense or loss which the SBIIMS shall have been put to in getting the works to be so completed, and the amount, if any owing to the Contractor and the amount which shall be so certified shall, thereupon, be paid by SBIIMS to the Contractor or by the Contractor to SBIIMS as the case may be, and the certificate of the Architect shall be final and conclusive between the parties.

- ii) The circuit breaker can be closed only when it is in one of the three positions or when it is fully out of the castle.
- iii) It shall not be possible to open the hinged door of the castle unless the breaker is drawn to the isolated position.

SUPPLY OF PAPER FOLDERS TO OFFICES/ DEPARTMENT OF SBI IN THE REGION OF HYDERABAD & SECUNDERABAD

PRICE BID

S. No.	Description Of item	Quantity	Unit	Rate	Amount (Rs.)
1	Supply of paper folders as per technical specifications given in the tender and sample available at SBIIMS office, Hyderabad. Folder size 34.5cms x 24cms (Opening Size 34cmsX 48 cms)	14800 paper folders	Each folder		
		TOTAL			Rs.
Discounts if any					
Grand Total					
Total amount in words :Rupees					

Note: GST will be paid extra on quoted amount.

Signature of the contractor with seal

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