

TENDER ID	AMR202001017
DATE	22.01.2020



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

AMARAVATI CIRCLE OFFICE

INVITES e-TENDERS ON BEHALF OF SBI

THROUGH E-TENDERING PROCESS

FOR

PROVISION OF KEY INTEREST RATE DISPLAY BOARDS AT ALL BRANCHES OF SBI, ANDHRA PRADESH

TWO BID TENDER SYSTEM THROUGH E-TENDERING PROCESS

PART1: TECHNICAL BID FOR PRE QUALIFICATION

PART2: COMMERCIAL PRICE BID

Note: Firm should possess valid digital signature for this e-tender.

**Please refer point No.18 of NIT for special/additional
information**

**Last date for submission of Bid through online & in Physical form (Hard
Copies of Technical bid): 29.01.2020 by 3.00 PM**

The Vice president,
SBI Infra Management Solutions Pvt. Ltd.
Amaravati Circle Office
2nd Floor, SBI Amaravati LHO Building,
Gunfoundry, Abids
Hyderabad – 500 001
Ph: 040-23387364, 365

Signature of contractor

NOTICE INVITING TENDER (NIT)

Name of Work: E-Tender Notice For Provision of KEY INTEREST RATE DISPLAY BOARDS at All Branches of SBI, Andhra Pradesh invited from reputed agencies who satisfy eligibility criteria.

1	Name of the work	E-Tender Notice for Provision of KEY INTEREST RATE DISPLAY BOARDS at All Branches of SBI, Andhra Pradesh
2	Cost of Tender Processing Fee <u>(COMPULSORILY TO BE PAID. NO EXEMPTION ALLOWED)</u>	Rs.3000/- to be paid through State Bank Collect <u>ONLY</u> 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 No. along with EMD.
3	Date and Time where tender forms are available	FROM 22.01.2020 to 3.00p.m. on 29.01.2020 at https://etender.sbi/
4	Time and last date of submission of online eTender	Up to 3.00PM on 29.01.2020
5	Place, Time& Address for submission of e tender/contact person /telephone no/email address.	Up to 3.00 p.m. on 29.01.2020 A) Tender documents at https://etender.sbi/ B) EMD at the Address: SBI Infra Management Solutions Pvt. Ltd. Amaravati Circle Office 2 nd Floor, SBI Amaravati LHO Building, Gunfoundry, Abids, Hyderabad – 500 001 Ph: 040-23387364, 365 e- mail id : headand.sbiims@sbi.co.in
6	Date, Time and Place of opening of Technical Bid	On 29.01.2020 at 3.30PM SBI Infra Management Solutions Pvt. Ltd. Amaravati Circle Office 2 nd Floor, SBI Amaravati LHO Building, Gunfoundry, Abids, Hyderabad – 500 001 Ph: 040-23387364, 365 email id : headand.sbiims@sbi.co.in
7	Date, time and place of Price-Bid Opening.	On a subsequent date which will be communicated to such bidders through email who qualify in the Technical Bid. Representative of Bidder may be present during opening of Price Bid. However Bids would be opened even in the absence of any or all of the Bidder's representatives.
8	Quantum of Earnest Money Deposit (EMD) drawn in favour of _____ Payable at _____	Rs.25500/- (DD-Drawn in favour of SBI Infra Management Solutions P Ltd payable at Hyderabad
9	Quantum of Security Deposit _____	1. Initial Security Deposit (ISD) – 2% of the work value

	(percentage) drawn in favour of _____ Payable at _____. Amount of bank guarantee.	in the form of DD-Drawn in favour of Asst. General Manager, P&E, SBI, LHO Amaravati payable at Hyderabad(on receiving ISD, EMD will be returned) 2. Retention Money- Deductable in running bills@ 10% of the value of work and Total deductible is 5% of value of work including ISD.
10	Estimated cost	Rs.51.0Lakhs (Total cost of project, pl. refer point no18)
11	Terms of payment of Bills, if any (specify the minimum value of work for payment of running account bills)	1. No Running bill Payment. 2. No Advance will be paid 3. RBO wise payment will be made on completion (Vendor to enclose certificate received from all branches along with Invoice)
12	(Penalty clause) Liquidated Damages	@ 0.5% of the value of work per week of delay subject to a maximum penalty of 5% of the value of work would be strictly imposed.
13	Stipulated time for completion of the work/supply.	15 DAYS from the date of receipt of work order
14	Validity period of the tender.	90 days from last date for receipt of tender
15	Eligible Taxes	A) Income Tax will be deducted at source as per Govt. Guidelines. B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provisions/Rules. The contractor should comply with the following; <ul style="list-style-type: none"> Contractor should have GST Registration Number. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provisions/Rules. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor. The GST Number of State Bank Of India are For Andhra Pradesh state-37AAACS8577K1ZO For Telangana State -36AAACS8577K1ZQ For Puducherry U.T - 34AAACS8577K1ZU
16	Electronic Payment	Electronic payment shall be preferred. All the contractor must furnish details such as 1) Name of the their bank 2) Name of their branch 3) Account number 4) Name of the account holder as in the bank account 5) IFSC No of the branch 6) PAN number.
17	Agency for arranging e-tender/online bidding	e-Procurement technologies Limited, Ahmedabad. Primary Contact Numbers:- M:- 9081000427, 9904407997 1. Sujith Nair:- 079-68136857, sujith@eptl.in 2. Jaymeet Rathod:- 079-68136829, jaymeet.rathod@eptl.in 3. Vinayak Khambe:- 079-68136835, vinayak.k@eptl.in 4. Nadeem Mansuri:- 079-68136853, nadeem@eptl.in 5. Nandan Valera:- 079-68136843, nandan.v@eptl.in

		6. Hemangi Patel:- 079-68136852, hemangi@eptl.in 7. Kanchan Kumari:- 079-68136820, kanchan.k@eptl.in 8. Deepak Narekar:- 079-68136863, deepak@eptl.in 9. Anshul Juneja:- 079-68136840, anshul.juneja@eptl.in 10. Salina Motani:- 079-68136831, salina.motani@eptl.in 11. Devang Patel:- 079-68136859, devang@eptl.in Alternate Contact No.:- Shubhangi Banodiya:- 079-68136815, 9879996111, shubhangi@auctiontiger.net You are requested to contact the agency for further guidance on E tendering
18	Any additional Information	1) Work will be distributed among L1, L2 & L3 Vendors as below: L1- 50% of work(AOs-Vijayawada, Rajamundry, Guntur) L2-30% of work(AOs-Tirupati, Kurnool) L3-20% of work(AO-Visakhapatnam) 2)L2, L3 vendors should accept L1 rate 3) i) AO-Vijayawada-235 Branches ii) AO- Visakhapatnam-266 Branches iii) AO-Rajamundry-240 Branches iv) AO- Guntur- 222 Branches v) AO-Tirupati- 246 Branches vi) AO-Kurnool- 166 Branches Thus total board requirement is 1375 nos The qty may vary +/- 10% 4)SBIIMS has right to increase/decrease the allotment %age

The D.D./ B.C. of E.M.D. shall be submitted/sent (otherwise the tender shall be summarily rejected) at the above mentioned address on or before the opening date/time.

The contractor has to provide their E-mail id, contact nos. and postal address in the bid documents. Henceforth, all official communication from Bank/SBIIMS shall be through E-mail and SMS also.

The SBIIMS reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.

The Vice president

PART1-TECHNICAL BID

INSTRUCTIONS TO TENDERERS

1. Prior to starting of work contractor should submit a sample for approval of the Bank.

2. Purpose:

Provision of KEY INTEREST RATE DISPLAY BOARDS at All Branches of SBI, Andhra Pradesh.

3. Invitation:

The bidders desirous of taking up the work for SBI are invited to submit their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank's discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to take up the work adhering to Bank's requirement outlined in this Tender.

This Tender document is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the successful Bidder.

The bidders have to submit the Bid covering letter along with documents as per **Annexure-'A'**

4. Eligibility Criteria:

Bid is open to all Bidders who fulfill the eligibility criteria. The bidders have to submit the details of eligibility criteria as per **Annexure-B**.

5. Disclaimer:

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this TENDER is to provide the Bidder(s) with information to assist the formulation of their proposals. This TENDER does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this TENDER and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. Bank may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this TENDER. No contractual obligation whatsoever shall arise from the

TENDER process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank reserves the right to accept or reject any Bid/ offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any

liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

Bank reserves the right to cancel the entire Bidding / procurement process at any stage without assigning any reason whatsoever.

6. Earnest Money Deposit (EMD)

Bidder to submit the EMD as given in NIT, as Bid Security in the form of Demand draft in favour of 'SBI Infra Management Solutions P Ltd' should be submitted by the date given in NIT at the address given in NIT kept in the envelope containing PART-A (technical Bid). Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected. (Technically disqualified). The EMD of the unsuccessful bidders will be returned within 90 days from date of opening of technical bid. Successful Bidder's EMD will be returned upon the bidder signing the contract agreement and submitting the required ISD(Initial Security Deposit)

The successful tenderer will have to pay an amount of Initial Security Deposit, which shall be 2% of the accepted value of the tender, by means of D.D. The Initial security deposit is to be paid by the Contractor to Bank within 7 days of intimation to him of the acceptance of the tender. No interest is allowed on the above said security deposit(EMD, ISD)

Retention Money: From each running bill, an amount at the rate of 10% of the gross value of the running bill shall be recovered as retention money, till the total retention amount including ISD amounts already with the Bank become 5% of the value of the contract amount. This amount is called as Total Security Deposit, which consists of two components

- a) ISD - Initial Security Deposits.
- b) RM - Retention Money.

The total security deposit will be kept with the Bank. Out of Total Security Deposit 50% of the total security deposit amount shall be refunded without interest to the contractor on completion of work. The remaining 50% of the total security deposit may be refunded 15 days after the end of defects liability period (12 months), provided he has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract. In case of failure on the part to do so, the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit due to the contractor.

No interest is payable on the amount of EMD/ISD/RM.

If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation for the Tenders to be floated by the Bank, at the sole discretion of the Bank.

7The EMD may be forfeited:

If a Bidder withdraws or amends its bid during the period of Bid validity specified herein:

or

If a Bidder makes any statement or encloses any form which turns out to be false /incorrect at any time prior to signing of contract;

or

In case of a successful Bidder, if the Bidder fails:

To sign the contract with the Bank within a period of 30 days;

or

To furnish Security / Performance Guarantee/ISD to the Bank in time.

8Bidding Document:

8.1 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its bid. Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

8.2 Content of Bidding Document

8.2.1 The bidding document provides overview of the requirements, bidding procedures and contact terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid.

8.2.2 The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. SBIIMS has made considerable effort to ensure that accurate information is contained in this TENDER and is supplied solely as guidelines for Bidders. Furthermore, during the tendering process, SBIIMS is entitled to issue corrigendum to Tender relevant to the Scope of Work. Nothing in this TENDER or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the TENDER or any addenda.

8.3 Clarifications & Amendments:

8.3.1 If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

8.3.2 At any time prior to the deadline for submission of bids, SBIIMS may modify or alter the bidding document by issuing an amendment.

8.3.4 Any clarification issued by SBIIMS will be in the form of an addendum / corrigendum and will be available in SBI's website – <http://sbi.co.in> under "procurement news". The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be informed to all through SBI's website- <http://sbi.co.in> (procurement news).

9. Bidding Process:

9.1 The tender (two bid system) shall be submitted through online(E- tendering), one

containing PART-A (Technical Bid) and other Price Bid (PART-B), both to be submitted online through e-tender. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this tender document will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. EMD should be submitted physically as mentioned in NIT. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Only those who qualify in the Technical Bid shall be eligible to be considered for PART-B (Commercial Bid) opening. The Commercial Bids of those who do not qualify in the Technical Bid will not be opened.

9.2 The Bidder should be willing to participate in the on-line E- tendering to be conducted by Bank's authorized service provider on behalf of the Bank. If required

Bidders will be trained by Bank's authorized service provider for this purpose. Bidder should also be willing to abide by the e-business rules for e- tendering framed by the Bank/ Authorized service

provider. The details of e-business rules, process and procedures will be provided to the bidders. The bidder should obtain digital signature for participating in e-tendering.

10. Preparation and Submission of Bids:

10.1 The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder must to be written in English.

10.2 Bidder must provide specific and factual replies to specific questions asked in the TENDER.

10.3 The bids should be uploaded directly on the portal of <https://etender.sbi/>

10.4 i. The EMD as mentioned in NIT .

ii. A letter on bidder's letterhead mentioning.

a) Details of EMD submitted, technical competence and experience of the bidder.

b) Certifying that the period of the validity of the bid is 90 days from the date of submission of bid.

c) Confirming that the bidder has quoted for all the items / services mention in the bid in their commercial bid.

d) Supporting documents in respect of Eligibility Criteria as mentioned in **Annexure- B**.

iii. Bidder's information as per **Annexure –D** on bidder's letter head.

iv. Audited balance sheets and profit and loss account statement for last 3 years.

v. A copy of board resolution or power of attorney showing that the signatory has been
duly authorized to sign the tender document.

10.4 Bidder should submit price-bid as per of the bid document through e-tendering

10.5 Bid prices:

The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation at branches, all taxes(but excluding GST), wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work

The successful vendor has to submit system generated GST tax invoice incorporating Bank's GST number and vendor GST no.

10.6 Revealing of Prices:

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the price bid and failure to do so would result disqualification and rejection of the bid.

10.8 Validity of Bids:

Bid shall remain valid for 90 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the Bank in writing or by FAX. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the bidder to revise / modify the bid document.

10.9 Bid Integrity:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the bids with accompanying documents will become property of SBI.

10.10 Format and Signing of Bid

10.10.2 All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

10.10.3 Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.

10.10.4 Bid should be typed and submitted on A4 size paper [font times new roman 12], spirally bound securely and in serial order. Bidders responding to this TENDER shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.(only for Technical bid)

In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.

10.11 Bid Currency:

Prices shall be expressed in Indian Rupees only.

10.12 Late Submission of bids:

Any bid uploaded after the due date and time will be rejected

10.13 Modification and Withdrawal of Bids:

Once bid is submitted no modification is permissible. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

11.1 Opening of Technical Bid: All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details. The technical bids will be open in the presence of representatives of the bidders who choose to attend.

11.2 Evaluation process

Signature of contractor

11.2.1 Preliminary examination:

The bids will be examined by the Bank to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/ services offered by them.

Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

11.2.2 PART- A Technical Evaluation:

Detailed technical evaluation will include, scrutiny of eligibility criteria (as mentioned in Annexure B) and technical information submitted as per technical bid format.

Bids meeting the eligibility criteria & having complied with the points of Technical Bid shall be qualified for price bid opening & evaluation / E-tendering.

11.2.3 PART- B Commercial bid:

The price bid of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting price bid set out in Part B. The commercial offer should consist of comprehensive Cost for the tendered work.

11.2.4. e-tendering:

The online e-tendering will be conducted by M/s E-Procurement Technologies Ltd (abc procure/auction Tiger), Ahmedabad. guidelines may be obtained from them, contact details are given in the NIT.

12. Award & Signing of contract:

SBI/SBIIMS will notify successful bidder (L1) in writing by letter in duplicate or fax that its bid has been accepted. The Selected bidders has to return the duplicate copy of the bank within 7 working days duly Accepted, Stamped and Signed by Authorized in token of acceptance.

The successful bidder shall be required to enter into a agreement with the Bank, within 7 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, ISD and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted.

13. Subcontracting

As per scope of the TENDER, subcontracting is explicitly prohibited.

14. Cancellation of Contract

Signature of contractor

The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least one (1) month, without assigning any reason.

15. Liquidated Damages

If contractor fails to perform services in the technical specifications and scope of work with the requisite quality, and within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, as mentioned in NIT.

16. Statutory and other Regulations

The Contractor shall comply with all the statutory obligations of the Government of India / State Governments / Municipal Authorities and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfillment of statutory obligations by the Contractor.

17. 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 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 contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the

Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises & Estate)/Dy. General Manager (Premises) 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 shall have been given by the contractor to the Assistant General Manager (Premises & Estate)/Dy. General Manager (premises) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Premises & Estate)/Dy. General Manager (premises) in writing in the manner and within the time aforesaid.

ii) The Assistant General Manager (Premises & Estate)/Dy. General Manager (premises) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Premises & Estate)/Dy. General Manager (premises) submit his claims to the conciliating authority namely the Circle Development Officer/General Manager (Corporate Services) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises & Estate)/Dy. General Manager (premises)

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/Dy. Managing Director & Corporate Development Officer 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.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager/Dy. Managing Director & Corporate Development Officer. 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/Dy. Managing Director & Corporate Development Officer. 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 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 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 statutory modification or re-enactment thereof and the rules made there under.

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

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the 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.

18.1 Inspection:

The Bank shall have the right to inspect the quality of materials used, to ensure that the Contractor is effectively carrying out the obligations under the Contract. All questions relating to the performance of the obligations under the Contract, and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the Bank, whose decision shall be final, conclusive and binding on the Contractor.

18.2. Powers to Vary or Omit Work

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms its instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

In any case in which the successful bidders has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion

of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

18.3 No Waiver of Bank Rights or Successful Bidder's Obligations

Any indulgence, forbearance or waiver granted or shown by the Bank will not prejudices the rights of the Bank nor shall it relieve the successful bidder from carrying only his obligation under the contract.

21. Commencement Period:

The work has to be commenced immediately an award of the contract in favour of the successful bidder. If the Contractor delays the commencement of the work or more than 7 days after award of the contract or such exceeded time as may be intimated to the successful bidder, The Bank will be at liberty to cancel the award of contract without giving any notice. Failure to commence the contract within the above period will lead to forfeiture of the EMD/ISD amount.

22. Manpower, Wages, etc.

The contractor should ensure to comply with all the provisions of Labour Act / State/Central Govt. Agreed procedures. The Contractor shall be solely responsible for compliance of provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. Rules, allowances, compensations, EPF, gratuity, Insurance, ESIC, etc. relating to personnel engaged by them. The Bank shall have no liability in this regard.

The Contractor should obtain necessary labour license form statutory authorities for deploying man power.

The contractor shall abide by "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013"

23. Safety, Security, etc.

That the Bank shall not be liable for any compensation in case of any fatal injury / death caused to any of the Contractor's employees while performing / discharging their duties/ visiting Bank's premises for inspection or otherwise. The contractor shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who are engaged for the work.

In no case, safety norms shall be violated.

The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at Bank's premises. The Contractor alone shall be fully responsible for safety and security & insurance or life insurance of their personnel.

25. Termination of the Contract

The Bank reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement by the Contractor, with one month notice. The Bank also reserves its right, to claim damages for such breaches and the decision of the bank in this regard shall be final. Bank can terminate

the agreement if the WORK provided by the Contractor are found to be unsatisfactory. Delivery of the items shall be made by the contractor in accordance with the time schedule and other terms and conditions as specified in the TENDER. Any delay in performing the obligation/ defect in performance by the contractor may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and /or termination of contract.

26. Force Majeure

Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure i.e. Act of God or any Government Act, fire, earthquake, explosion, strikes/ Bandh, civil commotion or anything beyond the control of either party. The party shall make all reasonable endeavors to minimize any such delay.

27. Governing Language

The contract and all correspondence/communications and other documents pertaining to the Contract, shall be written in English.

28. Signing of Agreement

Successful tenderer shall enter into agreement with SBI in the standard format shall be strictly in line with the terms specified herein. No deviation from the terms and conditions specified shall be acceptable. For this purpose, the tenderer shall submit all the documents as specified in this tender duly signed and stamped on each page as a token of acceptance. The agreement shall be entered by user department.

29. **Income Tax** will be deducted at the rates notified under Income Tax Act, 1961, from time to time by Govt. of India.

30. Necessary insurance policy for the works, for safety & security & third party Insurance to be obtained.

Provision of KEY INTEREST RATE DISPLAY BOARDS at All Branches of SBI, Andhra Pradesh**Bid Covering Letter: To be submitted by the bidder along with Bid documents**

To,

The Vice President
SBI Infra Management Solutions Pvt Ltd
2nd Floor, SBI Amaravati LHO Building,
Gunfoundry
Hyderabad- 500 001

Date:

Sir,

Our Bid for -----

We submit our Bid Document herewith. We understand that

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. Bank may follow close or open bidding process as per requirement of the Bank.
3. If our Bid is accepted, we undertake to enter into a contract in the prescribed form and execute it at our cost, when called upon by the purchaser to do so,.
4. If our Bid is accepted, we are to be jointly responsible for the due Performance of the contract.
5. Vendor means the bidder who is decided and declared so after examination of commercial bids.
6. The Commercial Bidding process will be through an e-procurement e-tendering process. The online e-tendering will be conducted by the company who have been authorized in this regard by the Bank. The bidders are required to possess a valid Digital Certificate for participating in the e-procurement process.

II CERTIFICATE:

I/We read and understood all conditions and requirements for the said work.

Yours faithfully, For:

Signature: Name:

Seal of Company

Signature of contractor

Annexure-'B'

Provision of KEY INTEREST RATE DISPLAY BOARDS at All Branches of SBI, Andhra Pradesh

Qualification criteria: Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. N	Eligibility Criteria	Documents Submitted
1	The bidder must be a Firm / Proprietary/Company registered under Companies Act. With an experience of minimum 05 years in the field of similar work	In case of Proprietary copy of the GST Registration certificate /In case of firms Copy of the firm registration Certificate / In case of company copy of certificate of incorporation issued by Registrar of Companies and full address of the registered office plus GST registration certificates.
2	Handled minimum 3 (three) completed similar works anywhere in India with each contract having value of not less than Rs.10.2Lakhs Or Handled minimum 2 (Two) completed similar works anywhere in India with each contract having value of not less than Rs.12.75Lakhs Or Handled minimum 1 (one) completed similar work anywhere in India with each contract having value of not less than Rs.20.4Lakhs	Copy of the satisfactory completion certificates of similar works issued by the principal Employers specifying the below mentioned criteria for the works carried out during last five years ending 31.12.2019 . 1. Description of work. 2. Contract value. 3. Date /Period of the contract
3	The bidder should have a minimum average annual financial turnover of Rs.7.7Lakhs during Last three years. Audited/Certified Profit&Loss Statement (by Chartered Accountant) establishing the turnover criteria should be submitted.	(i)Copy of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant. (ii) Copies of returns submitted to the Tax authorities such as IT & Service Tax etc. (iii) Any return submitted to the labour Commissioner.

A copy of the Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature

Seal of Company

Signature of contractor

Provision of KEY INTEREST RATE DISPLAY BOARDS at All Branches of SBI, Andhra Pradesh**BIDDER DETAILS**

1	Name of the Firm/company.	
2	Date of Incorporation and/or commencement of business	
3	Status of the firm whether company/ Firm/ Proprietary. mention registration number and date.	
4	Address	
	a) Land Line with STD code.	
	b) Mobile	
	c) Email- ID	
	d) website URL	
5	Name of the Director/ Partners/ Proprietor	
6	Name and Branch of Bankers.	
7	GST, Registration No and date.(enclose copy)	
8	Whether an assesses of Income Tax, if so, mention PAN number.	
9	Whether Registration / Obtention of license from State/Central Govt. Authorities e.g. labour dept, ESIC, etc. are in place(enclose copy)	
10	Detailed description of experience as per Eligibility Criteria in Annexure-B (i.e. name of organization, value of work done and date of completion) Copies of work orders, completion certificates must be enclosed.	1. 2. 3.
11	Annual financial turnover for the last 3 years	

Signature of contractor

12	Brief description of the bidder including details of its main line business	
13	Tender Processing Fee paid Ref No (refer sl.no.2 of NIT)	
14	EMD Details Amount(Rs.) DD/Banker's Cheque No. Name of Bank Date	
15	Particulars of the Authorized Signatory of the Bidder	
	Name	
	Designation	
	Address	
	Phone No: Landline	
	Mobile Number	
	Fax No	
	Email	
15	Declaration regarding near relatives working in the Bank	

signature

Seal of Company

Signature of contractor

Provision of KEY INTEREST RATE DISPLAY BOARDS at All Branches of SBI, Andhra Pradesh

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- laws), daughter(s), husband (son-in-law), brother(s) and brother's wife, sister(s) & sister's husband (brother-in-law).

Place :

Date :

Signature with seal of the Contractor

Name in Capital Letters:

Address:

Provision of KEY INTEREST RATE DISPLAY BOARDS at All Branches of SBI, Andhra Pradesh

UNDERTAKING

We hereby certify that we have gone through the tender document and we have fully understood the conditions herein. We hereby assure that we will comply with all the terms & conditions.

Place :

Date :

Signature with seal of the Contractor

Name in block letters:

Address:

Signature of contractor

FORM OF AGREEMENT

ARTICLES of AGREEMENT made this _____ day of _____ year 2020 between the **State Bank of India,** (Hereinafter referred to as the "Employer/Owner/client" which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and _____ of _____ (Hereinafter referred to as "Contractor" unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to carry out Provision of KEY INTEREST RATE DISPLAY BOARDS at All Branches of SBI, Andhra Pradesh **shall herein after referred to as "Project"**.

AND WHEREAS for the purpose of the above said project, the Employer invited sealed tenders from experienced, resourceful and bonafied contractors vide his Notice Inviting Tender (NO. _____ dated. _____).

WHEREAS the contractor submitted his Tender Documents containing Notice Inviting Tender, Terms & Conditions, Form of Agreement, General Specification, Declaration, Technical Specifications as in Schedule of Quantities etc. for the above said project, (Hereinafter collectively referred to as the "said conditions"), duly signed on each page as a token of his acceptance of the same, along with requisite **EMD/ISD**.

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the project.

AND WHEREAS the Employer has accordingly issued the work order (NO. _____ dt. _____) to the contractor subject to his furnishing the requisite Security Deposit.

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance NO. _____ dt. _____ and has also deposited with the Employer a sum of Rs. _____ which with the Earnest Money of RS. _____ forms the requisite Security Deposit @ 2 % of the accepted Tender Value of Rs. _____.

NOW, therefore, it is hereby agreed to and between the parties as follows:

1) Contract documents

The following documents shall constitute the Contract Documents.

I. This Article of Agreement.

II. Tender Document submitted by the Contractor including the "said conditions", N.I.T and Schedule of quantity.

III. All correspondence between the Employer and the Contractor from the date of issue of N.I.T and the date of issue of work order.

IV. Work order No. _____ dt. _____

2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted project works shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor by the said Employer and described in the said Specifications and the said Schedule of Quantities.

3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein stated before, the Employer reserves itself the right of altering the drawings and the nature of the work and addition to or omitting any items of work or of having portions of same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

4) As mentioned in Article 1 above, the "said conditions" shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

5) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of the Hyderabad thereto. The decision of the arbitration shall be final and binding on both the parties.

IN WITNESS WHEREOF THE PARTIES to their present have here under set and subscribed their hands, the day, month and year first above written.

Signed and delivered for and on behalf of
State Bank of India, Shri. _____ its duly authorized official, In the presence of –
1. (Name and Address)

2. (Name and Address)

Signed and delivered for and on behalf of

The Contractor _____ by Shri _____ his duly authorized official,
in the presence of –
1. (Name and Address)

2. (Name and Address)

READ, UNDERSTOOD AND ACCEPTED

SIGNATURE OF THE CONTRACTOR WITH SEAL
DATE