

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

SUPPLY AND FIXING OF UNIFORM BRANCH BUSINESS TIMING BOARDS TO ALL BRANCHES OF STATE BANK OF INDIA SPREAD OVER ANDHRA PRADESH STATE AND UNION TERRITORY OF YANAM

From the agencies dealing with Art work in name/sign plate etc(proof to be submitted)

TWO BID TENDER SYSTEM THROUGH E-TENDERING PROCESS

PART-A - TECHNICAL BID FOR QUALIFICATION

PART-B - FINANCIAL/PRICE BID (only those agencies will be opened who qualify in the Technical Bid)

Last date for submission of e-Tender (Both Technical & Price): 3.00 P.M. (IST) on 13.05.2019

Opening of Technical Bid: 4.00 P.M. (IST) on 13.05.2019

Opening of Price Bid: Will be informed to the qualified bidders through email

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

PRESS ADVERTISEMENT



SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD., (SBIIMS), (WHOLLY OWNED SUBSIDIARY OF SBI) Amaravati Circle Office 2nd Floor, SBI Amaravati LHO Building, Gunfoundry, Abids, Hyderabad – 500 001 Ph: 040-23387364, 365

Notice No.: AMR201904022, Dated: 29.04.2019

TENDER FOR SUPPLY AND FIXING OF UNIFORM BRANCH BUSINESS TIMING BOARD/PLATE TO ALL BRANCHES OF STATE BANK OF INDIA SPREAD OVER ANDHRA PRADESH STATE AND UNION TERRITORY OF YANAM

SBIIMS invites e-tenders on behalf of SBI under two bid system from reputed and experienced agencies for taking up the said work

For details please visit website **www.sbi.co.in** under procurement news. Last date of submission of tender is 13.05.2019 by 03.00 P.M. Corrigendum/Amendment, if any would be posted on the website only. Hence, prospective applicants are advised to visit website regularly for above purpose.

The Vice President

NOTICE INVITING TENDER (NIT)

NAME OF WORK: e- TENDER FOR SUPPLY AND FIXING OF UNIFORM BRANCH BUSINESS TIMING BOARD/PLATE TO ALL BRANCHES OF STATE BANK OF INDIA SPREAD OVER ANDHRA PRADESH STATE AND UNION TERRITORY OF YANAM

Online e tenders are invited for the above mentioned work from reputed and experienced agencies

4	Names of the superior	E Tandar Nation EOD SUDDLY AND SIVING OF UNICODA					
1	Name of the work	E-Tender Notice FOR SUPPLY AND FIXING OF UNIFORM BRANCH BUSINESS TIMING BOARD/PLATE TO ALL					
		BRANCHES OF STATE BANK OF INDIA SPREAD OVER					
		ANDHRA PRADESH STATE AND UNION TERRITORY OF					
_		YANAM					
2	Cost of Tender Documents	Rs.1500/- 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 No. along with EMD.					
3	Date & Place where tender	FROM 29.04.2019 to 13.05.2019 at					
	forms are available	https://etender.sbi/					
4	Time and last date of	Up to 3.00PM on 13.05.2019					
	submission of online eTender						
5	Place, Time & Address for	Up to 3.00 p.m. on 13.05.2019					
	submission of e tender/contact	A) Tender documents at					
	person /telephone no/email	https://etender.sbi/					
	address.	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					
		(Technical bid hard copies also to be submitted)					
6	Date, Time and Place of	On 13.05.2019 at 4:00PM					
	opening of eTenders(Technical	cal SBI Infra Management Solutions Pvt. Ltd.					
	Bid)	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	Estimated Cost	Rs.35,00,000.00
8	Time of Completion	One Month
9	Quantum of Earnest Money Deposit (EMD)	Rs.35000/- (DD-Drawn in favour of Asst. General Manager, Premises Department, SBI payable at Hyderabad)
10	Quantum of Security Deposit	1% of Contract value by way of DD will be held till completion of Defect Liability period(one year)
11	Terms of payment of Bills, if any (specify the minimum value of work for payment of running account bills)	Only Final payment will be made on RBO wise, on successful completion work. No advance will be paid
12	(Penalty clause) Liquidated Damages	0.5% per week subject to max 5% of the value of work
13	Validity period of the tender.	90 days from last date for receipt of tender
14	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; • 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 Predesh state-37AAACS8577K1ZO For Telangana State -36AAACS8577K1ZO For Puducherry U.T - 34AAACS8577K1ZU
15	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.
16	Agency for arranging e-	e-procurement technologies Limited, Ahmedabad

tender/online	contact:
bidding	1.Sujith Nair- 079-68136857- sujith@eptl.in,
	2. Jaymeet Rathod-079-68136829-
	jaymeet.rathod@eptl.in,
	3. Vinayak Khambe – 079-68136835-
	<u>Vinayak.k@eptl.in</u>
	4. Pratik Parekh – 079-68136863-
	pratik.parekh@eptl.in,
	5.Anshul Juneja- 079-68136840-
	anshul.juneja@eptl.in
	6. Mehnaz Bano-079-68136831-mehnaz@eptl.in
	7.Devang Patel -079-68136859-devang@eptl.in
	Primary Contact No:- 9081000427
	Alternate Contact No.:- Mr. Yashrajsinh Rathod:-
	079/68136815, yashrajsinh@auctiontiger.net
	You are requested to contract the agency for
	further guidance on e tendering.

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 form 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

NOTICE TO TENDERERS

Subject: Tender For Supply And Fixing Of Uniform Branch Business Timing Board/Plate To All Branches Of State Bank Of India Spread Over Andhra Pradesh State And Union Territory Of Yanam

Dear Sir,

SBI Infra Management Solutions P Ltd(SBIIMS), Amaravati Circle Office, Hyderabad invites etenders under two-bid system from reputed and experienced agencies for Supply And Fixing Of Uniform Branch Business Timing Board/Plate To All Branches Of State Bank Of India Spread Over Andhra Pradesh State And Union Territory Of Yanam.

The tender document containing eligibility criterion, scope of work, terms & conditions can be downloaded from https://etender.sbi/ or https://etender.

The Competent Authority reserves the rights to cancel any or all the tenders without assigning any reason thereof.

Any further clarification and/or corrigendum (s), if any, shall be communicated through website https://www.sbi.co.in under procurement news

Vice President

PART-A - TECHNICAL BID FOR QUALIFICATION

SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD., (SBIIMS), (Wholly Owned Subsidiary Of Sbi)

Amaravati Circle Office

2nd Floor, SBI Amaravati LHO Building, Gunfoundry, Abids, Hyderabad – 500 001 Ph: 040-23387364, 365

E-Tender Notice FOR SUPPLY AND FIXING OF UNIFORM BRANCH BUSINESS TIMING BOARD/PLATE TO ALL BRANCHES OF STATE BANK OF INDIA SPREAD OVER ANDHRA PRADESH STATE AND UNION TERRITORY OF YANAM

A. Information relating to submission of Bids.

- 1. Tenders are invited for the said work from the agencies that fulfill the criteria given below.
- 2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from https://etender.sbi/ or https://www.sbi.co.in under procurement news.(Refer NIT For Further Details).
- 3. The interested agencies are required to submit the technical and financial bid electronically before last date and time mentioned in NIT. The technical bids shall be opened on the date and time mentioned in NIT in presence of the bidders or their authorized representatives who choose to remain present.
- 4. The owner of the firm or this Authorized Signatory should sign all the pages of the tender (Technical bid) scanned and to be uploaded in https://etender.sbi/. Hard copies of the Technical bids are to be submitted in the address mentioned in the NIT. In case the Authorized signatory signs the tenders, a copy of the power of attorney/authorization may be enclosed along with tender.
- 5. A copy of the terms and conditions shall be signed on each page as token of acceptance of terms and conditions.
- 6. The bidder shall pay Bid Security (EMD) as mentioned in NIT and should be submitted at the office of SBI Infra Management Solutions Pvt. Ltd., Amaravati Circle Office, 2nd Floor, SBI Amaravati LHO Building, Gunfoundry, Abids, Hyderabad 500 001 on or before the last date. Bids received without Earnest Money deposit (EMD) and document fees (non-refundable) shall stand rejected and thus shall not be considered for evaluation at any stage.
- 7. The bid security (EMD) shall be returned to the unsuccessful bidders after finalization of contract without any interest.
- 8. As a guarantee towards due performance and compliance of the contract work, the successful bidder will deposit an amount equal to 1% of contract value towards Security Deposit by way of demand draft in favour of Asst. General Manager, Premises Department SBI payable at Hyderabad drawn on any Nationalized Bank/ Scheduled Bank or by Bank Guarantee.
- 9. The EMD deposited by successful Bidder will be adjusted towards Security deposit as mentioned above. The EMD amount shall be forfeited, if the successful bidder.
- a) Fails to furnish the difference amount between Security Deposit and EMD within 15 days after the issue of letter of award of work.
- b) Does not comply with other requirements for start of the contract.

- 10. The bid shall be valid and open for acceptance of the Competent Authority of SBI/SBIIMS for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/ withdrawal of tender on any ground by successful bidder shall be entertained.
- 11. To assist in the analysis, evaluation and computation of the bids, the SBIIMS may ask bidders individually for clarification of their bids but no change in the price or substance of the bid offered shall be permitted.
- 12. In case two or more agencies are found to have quoted the same rates, the SBIIMS shall decide about the Bidder to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the SBIIMS shall be final.
- 13. The rate quoted should be exclusive of GST. GST will be paid extra on submission of GST Invoice(refer NIT). There should not be any upward revision of rate other than the statutory tax during the period of contract for which bidder shall produce documentary evidence.
- 14. SBIIMS reserves the right to accept or reject any or all bids without assigning any reasons. SBIIMS also reserves the right to reject any bid which in its opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process. The bids received after due date will be rejected.
- 15. Financial bids of only those agencies will be opened who qualify in the Technical bids.
- 16. The tender document is not transferable under any circumstances.
- 17. Any changes wrt this tender will be notified through website https://www.sbi.co.in under procurement news
- 18. All cost incurred in connection with submission of bids like preparation, submissions, any personal visits for seeing the location, submitting the bids personally, subsequent processing etc shall be borne by the bidder. SBIIMS will not be responsible/ liable for the same regardless of the outcome of the tendering process.

B. Eligibility Criteria for Tendering.

- 1. The Bidder shall have experience of executing with art work related to Name/sign plates at least for 03 years ending March 2019.
- 2. Average Annual Financial Turnover during the last 3 years, ending 31st March 2019 should not be less than **Rs.10.50**lakhs. Documentary evidence to be provided duly attested by Competent Authority.
- 3. **Experience** should have successfully completed similar work during the last 7 years ending March 2019 as under;
- (a) Three works, each costing not less than Rs.14.00lakhs or
- (b) Two works, each costing not less than Rs.17.50 lakhs or
- (c) One work costing not less than Rs.28.00lakhs.

Submit the details of Experience in Annexure-1 & 2. Documentary evidence to be provided duly attested by Competent Authority.

SCOPE OF WORK:

- 1. The work involves providing, making, supply and fixing of the Branch Business Timing board/plate as per the Bank approved design, colour and as per the specification given in the Price bid
- 2. The Plates are to be fixed in the branches of State Bank of India spread over Andhra Pradesh State (1374 Branches) and Yanam Union Territory (1 Branch)
- 3. The successful agency shall submit one sample plate for approval of Bank. On receiving approval from Bank, the agency shall proceed with the work.

TECHNICAL SPECIFICATIONS FOR THE TIMING BOARDS:-

- (a) 3mm thick Stainless Steel plate with silver matt finish
- (b) Engraving letter black font as per logo colour
- (c) Size as given in Price Bid
- (d) with corner round cutting and punching.



- * Branch Name, timings and Holidays will change from branch to Branch and it will be provided after finalization of Successful bidder.
- * Font size and Font style will be finalized after finalization of successful bidder.
- ** Logo with SBI will be in colour as mentioned above. Other words shall be in Black.

SBI BRANCHES IN ANDHRA PRADESH STATE

SI.no	District	Rural	Semi- Urban	Urban	Metro	Total
1	YANAM	0	1	0	0	1
2	KRISHNA	46	46	13	46	151
3	GUNTUR	49	52	49	0	150
4	VISAKHAPATNAM	45	19	0	106	170
5	VIZIANAGARAM	29	20	15	0	64
6	EAST GODAVARI	60	61	45	0	166
7	WEST GODAVARI	46	54	24	0	124
8	PRAKASAM	21	36	15	0	72
9	ANANTAPUR	17	31	31	0	79
10	SRIKAKULAM	36	21	9	0	66
11	NELLORE	25	27	22	0	74
12	Y.S.R.(KADAPA)	29	32	19	0	80
13	CHITTOOR	31	30	30	0	91
14	KURNOOL	18	34	35	0	87
15	TOTAL	452	464	307	152	1375

Note: The above figure is subject to change. The final list of Branches will be given along with work order.

D. 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. 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.

10. **Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Hyderabad.

SBI INFRA MANAGEMENT SOLUTIONS P LTD/ STATE BANK OF INDIA

E-Tender FOR SUPPLY AND FIXING OF UNIFORM BRANCH BUSINESS TIMING BOARD/PLATE TO ALL BRANCHES OF STATE BANK OF INDIA SPREAD OVER ANDHRA PRADESH STATE AND UNION TERRITORY OF YANAM

Details of the Contractor/Agency:

4		
1	Name of the contractor/Agency/Firm.	
2	Address(Business/Administrative offices)	
	Phone No.	
	a) Land Line with STD code.	
	b) Name and Mobile no of Contact Personc) website address for tracking the	
	documents	
	documents	
	d)Email- ID	
3	Year of Establishment	
4	Constitution of the firm whether company/	
	Firm/ Proprietary etc	
5	Name of the Director/ Partners/ Proprietor	
6	Whether Registered with Registrar of the	
	Companies/Registrar of firms. If so,	
	mention number and date.	
7		
	Name and address of Bankers with	
	particulars of credit limits if any	
8	GST Registration details (enclose copy)	
9	PAN number	
	Please attach copy of last three years	
	income tax return	
1	Trade Licence No. (enclose copy)	
0		
11	Power of Attorney/Authorization for	
1	signing the bid documents	
1 2	Annual Financial turnover for the last 3	
	years 2016-17	
	2017-18	
	2018-19	
	Please attach audited financial statements	
1	Details of work experience during last 7	

3	years	
1 4	List of work completion certificate from clients	
1 5	Details of work on hand	
1	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	
1	EMD DD details	
7	a)Amount(Rs.) b)DD/Banker's Cheque No.	
	c)Name of Bank	
	d)Date	
1	Application/Tender Fee paid details	
8	a)Amount(Rs.)	
1	b)Reference No	
9	Declaration regarding near relatives working in the Bank	

Note

If the place is not sufficient for furnishing the relevant information, use separate sheets

Declaration by the bidder:

I hereby confirm that all information, particulars, copies of certificates & testimonials submitted are correct and genuine. I am, therefore, liable to face appropriate actions as deemed fit by the SBI/SBIIMS in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them

Signature with seal

Place:

Name:

Date:

Signature of the contractor with seal

Note: Enclose certified Xerox copies of all relevant documents in support of the information furnished above

EXPERIENCE IN OF EXPERIENCE)- ATTACH PROOF

From To	S.N	Name of organization/ Client	Name & Designation of key contact person with Phone, Mobile, email, fax	Stipulated time of contract (months) Enclose clients certificate for satisfactory completion		Contract Amount, Rs.	Reason for termination
				From	То		

Please attach evidence like copy of award letter and completion certificate given by the client.

ANNEXURE2

NAME & VALUE OF WORKS ON HAND

SI. No.	Name of the client	Name &Designation of Key Contact Person with Phone / Mobile / FAX / E- mail	Enclose clients certificate for satisfactory completion		Contract Amount, Rs.	Remarks
			From	То		
			From	10		

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 7 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 time mentioned in NIT from the 7th day reckoned from the date of issue of the work order to commence the work.

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 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 where 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.

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.