



**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.**

(A Wholly Owned Subsidiary of SBI)

CIRCLE OFFICE

SBI Local Head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001

## **Part – I**

**(Technical Bid)**

### **TENDER FOR SUPPLY, INSTALLTION, TESTING AND COMMISSIONING OF AUDIO-VISUAL EQUIPMENTS AT SBILD, PAHALA, BHUBANESWAR**

Tender reference No: **BHU202004001**

**Note: THROUGH E-TENDER FOLLOWED BY E-REVERSE AUCTION**

**TENDER SUBMITTED BY:**

**NAME** :

\_\_\_\_\_

**ADDRESS** :

\_\_\_\_\_

\_\_\_\_\_

**GSTIN NO** :

\_\_\_\_\_

**DATE** :

\_\_\_\_\_

For amendments/corrigendum if any, interested suppliers are requested to keep monitoring Bank's website [www.sbi.co.in](http://www.sbi.co.in) (Procurement News link) till last date as no separate publicity through newspapers will be made. For any clarifications, please e-mail to [headbhu.sbiims@sbi.co.in](mailto:headbhu.sbiims@sbi.co.in) / [tapan.behera1@sbi.co.in](mailto:tapan.behera1@sbi.co.in).



## **NOTICE INVITING TENDERS**

SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS), SBI Local Head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 on behalf of SBI, Bhubaneswar Circle invites E- Tenders followed by e-reverse auction for Supply, installation, testing & commissioning (SITC) of Audio-visual (AV) equipments at SBILD, Pahala, Bhubaneswar

The other details of the tender are as under:

1.	<b>Name of the Work</b>	Supply, installation, testing & commissioning of Audio-visual (AV) equipments at SBILD, Pahala, Bhubaneswar
2.	<b>Eligibility of criteria</b>	Refer tender Clause no. I for pre-qualification of agency
3.	<b>Approx. estimated cost</b>	Rs.49,31,006.00 plus GST + CAMC ( Comprehensive annual maintenance contract)
4.	<b>Cost of Tender Documents cum processing Fee (Non-refundable)</b>	<b>Rs.3000.00</b> (Rupees Three Thousand Only) non-refundable to be deposited online through <a href="https://www.onlinesbi.com">https://www.onlinesbi.com</a> using State Bank Collect gateway on or before <b>22/04/2020 up to 02:00 PM</b> . Steps involved in making such payments is provided in details in <b>Annexure I</b> attached in this tender.
5.	<b>Earnest Money Deposit (EMD)</b>	<b>Rs.49500/-</b> (Rupees Forty Nine Thousand Five Hundred Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of " <b>SBI Infra Management Solutions Pvt. Ltd.</b> " Payable at <b>Bhubaneswar,</b> " which is to be submitted along with the Technical Bid in a separate envelope super scribing "EMD". Without EMD Tender will be rejected. <u>EMD shall be converted into Retention Money for successful Contractor, whose tender is accepted.</u>
6.	<b>Availability of Tender document.</b>	<b>04/04/2020 to 22/04/2020</b> from Bank's website " <a href="https://www.sbi.co.in/portal/web/home/procurement-news">https://www.sbi.co.in/portal/web/home/procurement-news</a> " and <a href="https://etender.sbi">https://etender.sbi</a> .
7.	<b>Initial Security Deposit (ISD)</b>	L1 vendor shall submit, 2% of awarded value of work in the form of DD/BC favouring " <b>State Bank of India</b> " payable at Bhubaneswar and EMD obtained in the name of SBI Infra Management Solutions Pvt. Ltd shall be returned to them.
8.	<b>Retention Money</b>	The successful bidder to whom work shall be awarded, shall deposit a sum of 10 % of the contract amount (including ISD) in the form of STDR/FD/Bank Guarantee in favour of SBI, Bhubaneswar as Security Deposit for due fulfilment and performance of the contract. This amount will be refunded after completion of Defect liability period/warranty of 3 year. No interest shall be paid to the amount retained by the Bank as security Deposit. Till such time BG is submitted, the SBI shall be at liberty to retain the equivalent sum from the Bills of the Vendor (which will subsequently be released by the Bank on receipt of BG).
9.	<b>Last date and time for receipt of written queries by e-mail/post for clarification from bidders</b>	On or before <b>2:00 PM on 17.04.2020</b> E-mail Id for clarifications: <a href="mailto:tapan.behera1@sbi.co.in">tapan.behera1@sbi.co.in</a> / <a href="mailto:headbhu.sbiims@sbi.co.in">headbhu.sbiims@sbi.co.in</a>
10.	<b>Pre-bid Meeting</b>	<b>3:00 PM on 17.04.2020 at our office, address mentioned in Sr. no. 12</b>



11	<b>Date of posting of clarifications of the Bidder's queries on Bank's website</b>	<b>18.04.2020</b> (Clarifications, if any, shall be posted only on the e-tender portal/Bank's Website. No individual communication shall be provided to the Bidder).
12	<b>Last date, time and place for submission of Sealed Technical Bid.</b>	<p>The approved OEMs or their authorized dealers are required to submit/enclose the copies of following document in sealed envelope or before <b>Dt.22/04/2020 up to 02:00 PM.:</b></p> <ul style="list-style-type: none"> <li>i) Payment receipt of the Tender processing fee.</li> <li>ii) Earnest Money Deposit (EMD)</li> <li>iii) All necessary documents &amp; proof in supporting of eligibility criteria mentioned in the tender with all annexures, Forms duly filled and signed by authorized person.</li> </ul> <p><u>All above documents to be submitted on or before last date &amp; time in sealed envelope at our SBIIMS office address mentioned below.</u></p> <p>Asst. Vice President &amp; Circle Head. SBI Infra Management Solutions Pvt. Ltd. Circle Office, SBI Local Head Office, 4Th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001.</p> <p><u>Tenders received without any one or more document mentioned above shall be rejected.</u></p> <p>After the accomplishment of tendering procedure, the successful bidder shall submit the hard copy of the Technical document duly signed with seal in all pages by the authorized representative/proprietor of the firm at the under mentioned office.</p>
13	<b>Date, Time and Place of opening of Sealed Technical Bid.</b>	<p><b>Sealed Technical bid (Part-1) at our Office: At 2:30 PM on Dt. 22/04/2020.</b></p> <p>Circle Office, SBI Local Head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001.</p> <p>Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.</p>



14	<p><b>Date and time for submission of Online Indicative Price Bid by the bidders <u>qualified in Technical Bid.</u></b></p>	<p><b>From 24.04.2020 to 28.04.2020 till 02:00 PM</b></p> <p>at Service Provider's portal <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a></p> <p>The bidder (Vendor/Contractor//Authorized Dealer) should have valid digital signature for this e-tender.</p> <p>E-tendering guidelines may be obtained from:  <b>Ms. Shubhangi Banodiya</b>  <b>M/s E- Procurement Technologies Ltd. (abc procure)</b>  <b>A-801, Wall Street - II, Opp. Orient Club,</b>  <b>Nr. Gujarat College,</b>  <b>Ellis Bridge, Ahmedabad - 380 006.</b>  <b>Gujarat State, India.</b>  <b>Phone: 079-68136826/6824/6868, +91-9879996111</b>  <b>E-mail: shubhangi@auctiontiger.net</b></p>
15	<p><b>Date, Time and Place of opening of Online indicative Price Bid.</b></p>	<p>The online indicative Price bid (Part-2) at our office on <b>28.04.2020 at 2:30PM .</b></p>
16	<p><b>Date &amp; time of E-Reverse Auction</b></p>	<p>The date and Time of E-reverse auction to be intimated through mail by service provider to eligible bidders.</p>
17	<p><b>Validity for Offer</b></p>	<p>3 (Three) Months from The Date of Opening of Price-Bid</p>
18	<p><b>Time for completion of work.</b></p>	<p>30 days from date of issue of work order</p>
19	<p><b>Deduction of income tax and GST</b></p>	<p>A) Income Tax will be deducted at source as per Govt. Guidelines.</p> <p>B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following;</p> <ol style="list-style-type: none"> <li>1. Contractor should have GST Registration Number</li> <li>2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision</li> </ol>
20	<p><b>Terms and Mode of payment</b></p>	<ol style="list-style-type: none"> <li>i) No advance is payable.</li> <li>ii) On receipt of complete materials with satisfactory test reports at site and against installation, Testing and commissioning 90% of cost will be released against submission of tax invoice and work completion certificates.</li> <li>iii) The balance 10% of cost will be treated as Retention money deposit which will be released after the defect liability period of three year from the date of Commissioning the system.</li> <li>iv) Retention money will be released on producing a Bank guarantee for an equalsum valid until the expiry of the defect liability period</li> <li>v) Payments towards the above work shall be made by SBI. The GST Number of State Bank of India for Bhubaneswar is <b>21AAACS8577K1Z1</b></li> </ol>

20	<b>Liquidated Damages for Delay</b>	If the bidder is not able to complete the work 67 days from date of issue of work order, 0.5 % Per week subject to total amount of 5% of Contract Value.
21	<b>Defects Liability Period</b>	36 Months
22	<b>For Any Details contact (SBIIMS)</b>	<u>Circle Head: (96747-17368)</u>
23	<b>Contact , Phone No of officials (SBIIMS)</b>	<u>For Technical queries:</u> Email : <a href="mailto:tapan.behera1@sbi.co.in">tapan.behera1@sbi.co.in</a> Circle Head: 0674-2600570 & <a href="mailto:headbhu.sbiims@sbi.co.in">headbhu.sbiims@sbi.co.in</a>
24	<b>For e-tender related queries</b>	M/s e-procurement Technologies Limited, Ahmedabad Ms. Shubhangi Banodiya Auction Tiger   <a href="http://www.auctiontiger.net">www.auctiontiger.net</a> Phone: 079-68136826/6824/6868, +91-9879996111 E-mail: <a href="mailto:shubhangi@auctiontiger.net">shubhangi@auctiontiger.net</a>

- In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
- The SBIIMS shall not be responsible for any delay/loss or non-receipt of tenders by post/courier service.
- The bidder, who is the authorized representative and participating on behalf of company/ Dealer/vendor, should have a valid digital signature certificate (DSC) for this e-tender. The validity of the DSC should be at least 3 months.
- Those eligible bidders, should submitted their indicative price bid online within timeline, failing which tender summarily rejected.
- SBIIMS reserves the right to increase or decrease the quantum of items to be provided and also reserves the right to reject, cancel or revise or accept any or all the tenders or part of tenders without giving any reasons thereto.
- SBIIMS reserves its rights to accept/reject any/all tender without assigning any reasons whatsoever and to increase or decrease the quantities of any item and contractor has to execute the same at the rate quoted and no correspondence shall be entertained in this regard.
- The L-1 Vendor (successful bidder) shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages after completion of the tendering procedures.
- Conditional tenders are liable for rejection.
- Bidders need to submit an undertaking, if quoted amount is 10% less than the estimated amount, to undertake the job. Further, the vendor is liable to submit with relevant justifications on their letter head for the items (schedule) which quoted less

Sd/-  
**(AVP & Circle Head)**  
**SBIIMS, Bhubaneswar**

## Annexure-I

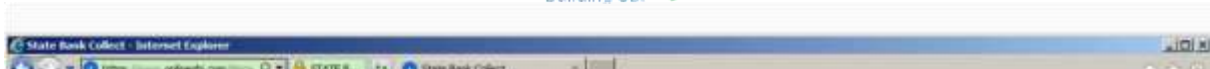
The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.

The screenshot shows the SBI internet banking website interface. At the top, there is a navigation menu with the following items: Services, SB Anywhere, FAQ, Corporate Website, SBMOPS, SB Collect, Electoral Bond, Videos, mCash, Apply SB Account, NPS, and Bill Pay. The 'SB Collect' item is highlighted. Below the menu, there is a security warning: 'SBI never asks for confidential information such as PIN and OTP from customers. Any such call can be made only by a fraudster. Please do not share personal info.' The main content area is divided into two sections: 'PERSONAL BANKING' and 'CORPORATE BANKING'. The 'PERSONAL BANKING' section has a 'LOGIN' button and a 'yONO' button. The 'CORPORATE BANKING' section has a 'SELECT' dropdown menu and a 'LOGIN' button. Below these sections, there are links for 'New User Registration/Activation', 'How Do I', and 'Customer Care'. A blue banner at the bottom of the page contains an 'ANNOUNCEMENT' stating: 'As per RBI directives, non-CTS compliant cheques will not be eligible for CTS clearing after 12/12/2018. Please place request for new cheque book if not obtained after 01.10.2012.'

Select "SB Collect" from Top Menu that will lead to the next page:



Signature Of The Contractor With Seal






State Bank Collect - Internet Explorer

http://www.sbi.co.in/collect STATE B... State Bank Collect

File Edit View Favorites Tools Help

**SBI** State Bank Collect

Products & Services Know More



**STATE BANK COLLECT**  
A MULTI-MODAL PAYMENT PORTAL

DISCLAIMER CLAUSE

**Terms Used**

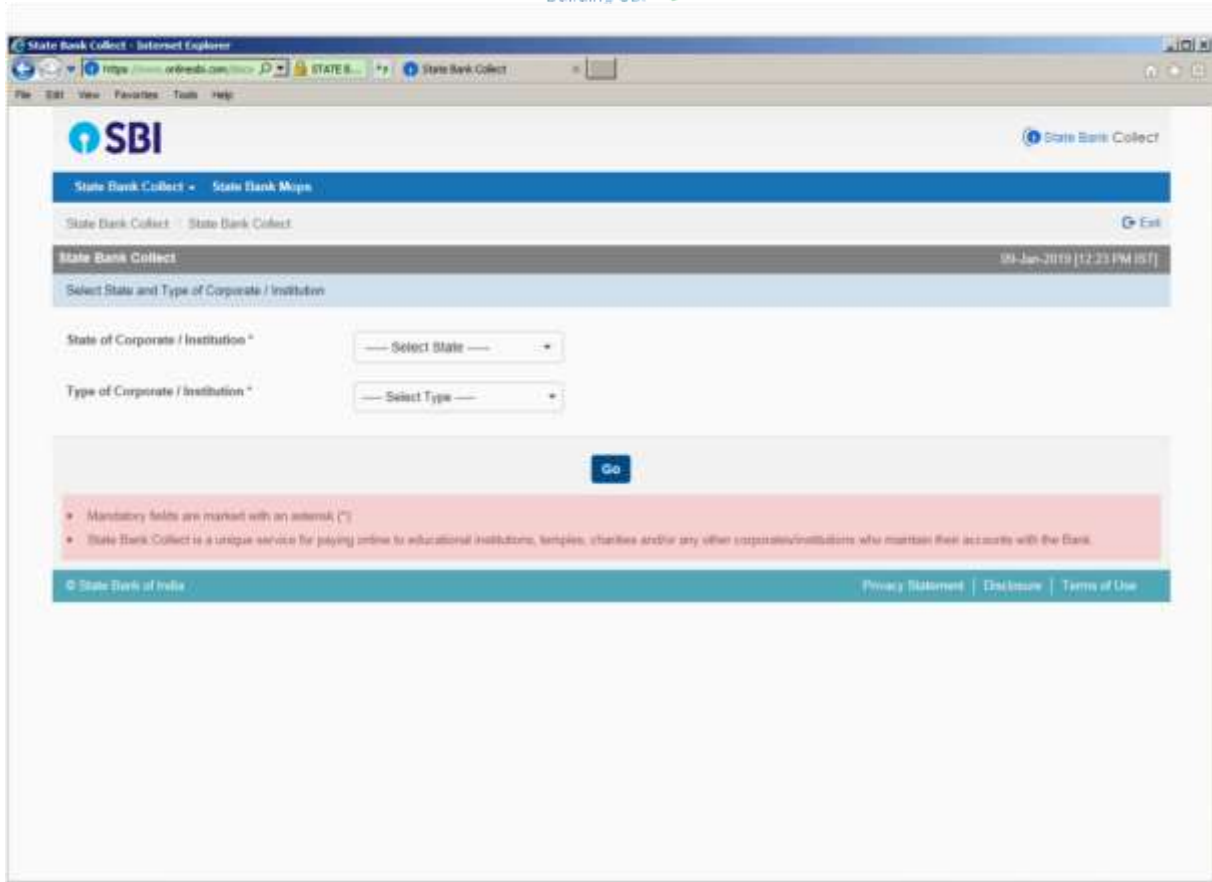
- > **Corporate Customer:** Firm/Company/Institution (FICI) collecting payment from their beneficiaries.
- > **User:** The beneficiary making a payment to FICI for the services/goods availed.
- > Bank shall not be responsible, in any way, for the quality or merchantability of any product/merchandise or any of the services related thereto, whatsoever, offered to the User by the Corporate Customer. Any disputes regarding the same or delivery of the Service or otherwise will be settled between Corporate Customer and the User and Bank shall not be a party to any such dispute. Any request for refund by the User on any grounds whatsoever should be taken up directly with the Corporate Customer and the Bank will not be concerned with such a request.
- > Bank takes no responsibility in respect of the services provided and User shall not be entitled to make any claim against the Bank for deficiency in the services provided by the Corporate Customer.
- > The User shall not publish, display, upload or transmit any information prohibited under Rule 3(2) of the Information Technology (Intermediaries guidelines) Rules, 2011.
- > In case of non-compliance of the terms and conditions of usage by the User, the Bank has the right to immediately terminate the access or usage rights of the User to the computer resource of the Bank and remove the non-compliant information.

I have read and accepted the terms and conditions stated above.  
(Click Check Box to proceed for payment.)

**Proceed**

© State Bank of India Privacy Statement Disclosure Terms of Use

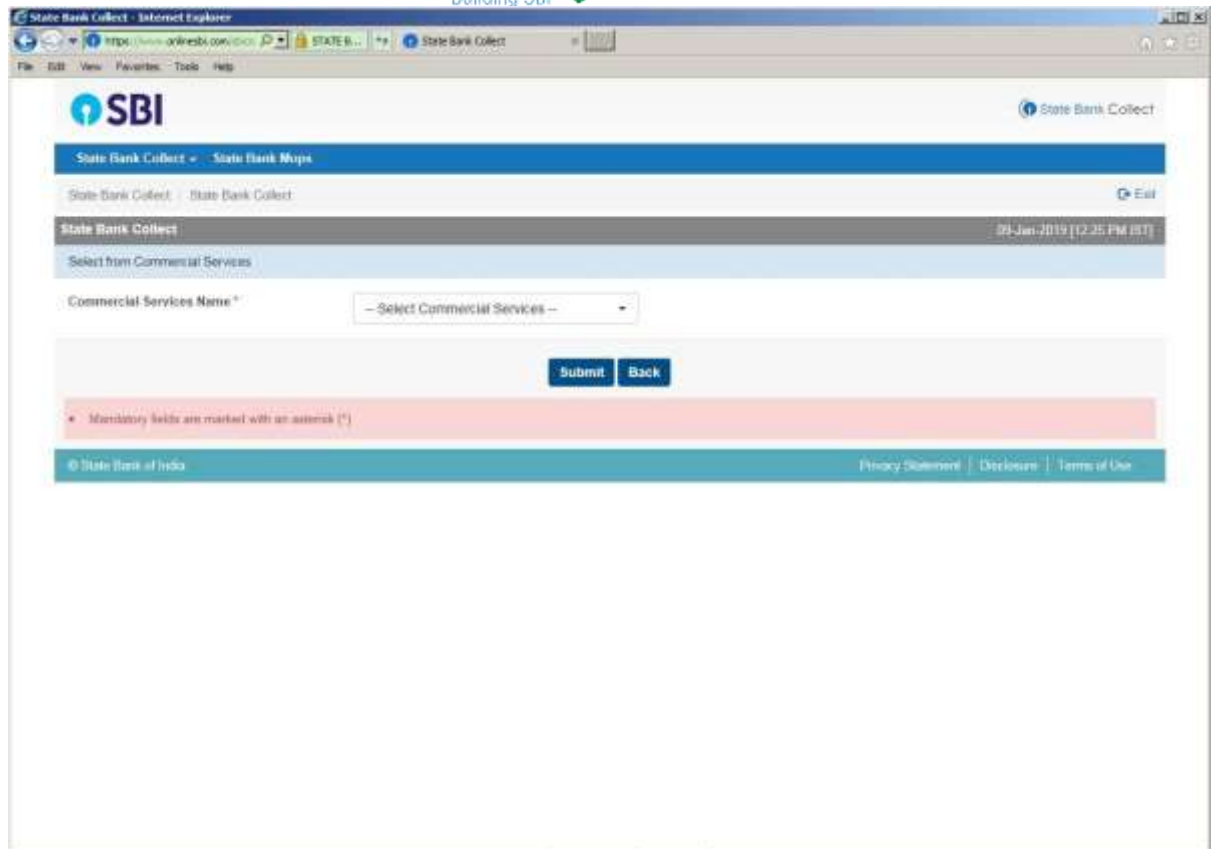
“Proceed” will lead to the next page:



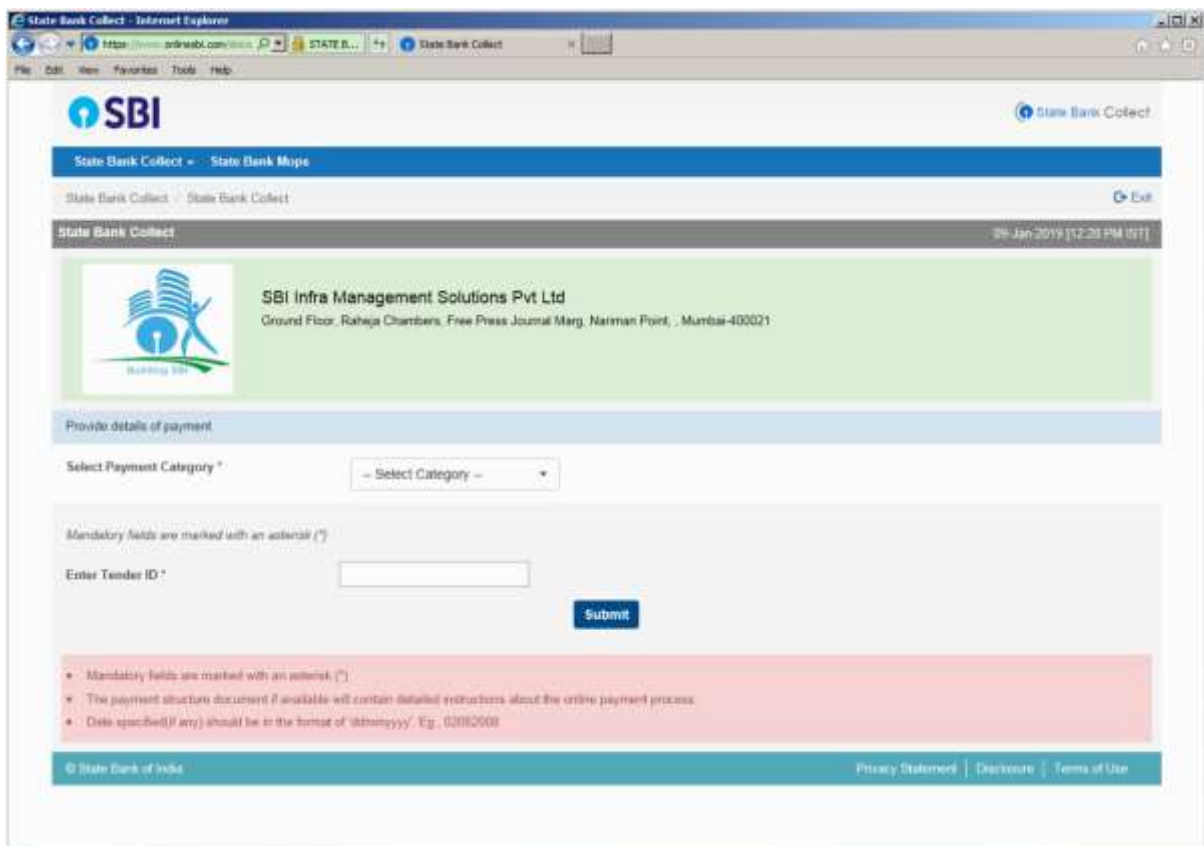
Select

"All India" in "State of Corporate / Institution" & Select "Commercial Services" in "Type of Corporate / Institution". "Go" will lead to the next page:





Select "SBI Infra Management Solutions" in Commercial Services Name and "Submit"





Select **“Tender Application Fee”** in **“Payment Category”** and enter the **“Tender ID”** exactly as we preloaded with characters in Uppercase only in place of Circle Codes.  
The next Page will be ready with few of the Preloaded Tender Details:

The screenshot shows the State Bank Collect payment portal. The page title is "State Bank Collect - Internet Explorer". The main heading is "SBI". Below the heading, there is a navigation bar with "State Bank Collect" and "State Bank Mops". The page content includes the SBI logo and the text "SBI Infra Management Solutions Pvt Ltd" with the address "Ground Floor, Rabeja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021".

The form is titled "Provide details of payment". It contains the following fields:

- Select Payment Category \* (Dropdown menu): TENDER APPLICATION FEE
- Tender ID \* (Text box): MUM2019010005
- Tender Name (Text box): Corp 05
- Open Date (Text box): 06-01-2019
- End Date (Text box): 12-01-2019
- Amount in Rupees \* (Text box): 10000
- Vendor Email ID (Text box): [Empty]
- Vendor GST No \* (Text box): [Empty]
- Vendor Mobile No \* (Text box): [Empty]
- Vendor Name \* (Text box): [Empty]
- Remarks (Text box): [Empty]

Below the form, there is a section for user verification:

Please enter your Name, Date of Birth (For Personal Banking) / Incorporation (For Corporate Banking) & Mobile Number. This is required to reprint your e-receipt / remittance(PAP) form, if the need arises.

- Name \* (Text box): [Empty]
- Date Of Birth / Incorporation \* (Text box): [Empty]
- Mobile Number \* (Text box): [Empty]
- Enter the text as shown in the image \* (Text box): 39E10

At the bottom of the form, there are three buttons: "Submit", "Reset", and "Back".

Below the buttons, there is a red box with the following text:

- Mandatory fields are marked with an asterisk (\*)
- The payment structure document if available will contain detailed instructions about the online payment process
- Date specified (if any) should be in the format of 'ddmmyyy'. Eg. 02082008

At the very bottom of the page, there is a footer with "© State Bank of India" and links for "Privacy Statement", "Disclosures", and "Terms of Use".

The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.  
The MIS information made available to circle authorities at the end of every Tenders will also contain this unique Reference No along with all fields shown in the above Page.

## **I. PRE-QUALIFICATION OF AGENCIES FOR AUDIO VISUAL WORKS AT SBILD, PAHAL, BHUBANESWAR**

The intending contractor should comply the following **minimum eligibility criteria** for pre-qualification for the proposed project: -

**A. EXPERIENCE:** The applicant should be a well-established and reputed establishment (for a minimum period of 7 years as on 29.02.2020) engaged in Audio Visual works for SBILD works.

**B. WORK ELGIBILITY: -**

Experience of having successfully completed similar works during last 7 years ending last day of months previous to the one in which applications (29.02.2020) are invited should be either of the following:

SN	WORK ELIGIBILITY CRITERIA
1	<b>Three similar completed works costing not less than the amount equal to 40% of the estimated cost. Should be at least ₹19,72,402.00 of each work.</b>
2	<b>Or Two similar completed works costing not less than the amount equal to 50% of the estimated cost. Should be at least ₹ 24,65,503.00 of each work.</b>
3	<b>Or One similar completed work costing not less than the amount equal to 80% of the estimated cost. Should be at least ₹39,44,805.00 of each work.</b>

**SIMILAR WORK MEAN: Definition of similar works:** only Auditorium works will be considered. Comprising of audio visual works for reputed clients which are acceptable to the SBIIMS.

**C AVERAGE ANNUAL TURNOVERS:** Should not be less than Rs. **14,79,302.00** for the last three financial years as per the audited balance sheet. (Supporting documents to be submitted)

**D PROFIT/LOSS:** Bidder should be a Profit-making firm and should not have made losses in the last two financial years out of last five financial years. (supporting documents to be submitted)

**E SOLVENCY CERTIFICATE:** The contractor should have a solvency of Rs. **14,79,302.00** issued by any scheduled Bank in India issued not earlier than **31<sup>st</sup> March, 2019.**

**F. OFFICE/SERVICE CENTRE:** The agency should have service centre or established office at Odisha.

Signature of the Contractor with seal

Interested parties meeting the abovementioned pre-qualification criteria should submit their application in the prescribed format along with supporting documents in respect of

- (i) Experience profile,
  - (ii) Proof of meeting the above criteria,
  - (iii) Attested copies of completion / work in progress certificates accompanied with the copy(ies) of related Letter(s) of work order from the clients,
  - (iv) Audited / certified balanced sheet for the last 5 (five) years,
  - (v) EPF / ESI / GST Registration Certificate,
  - (vi) Registration as Contractor with various PSUs, State PWDs, CPWD, MES, Railways and Autonomous Bodies,
  - (vii) Details of Technical and Administrative employees,
  - (viii) List of Plant & Machineries/Equipment and
1. Submission of indicative price bid & further participation in e-reverse auction shall be restricted to the qualified contractors only.
  2. No Joint Venture or consortium of firms shall be allowed.
  3. SBIIMS Pvt Ltd. reserves the right to verify the authenticity of the documents submitted by the contractors. SBIIMS Pvt Ltd also reserve the right to reject any or all application, split the work and cancel the process without assigning any reason whatsoever.

## **II. EVALUATION CRITERIA FOR PRE-QUALIFICATION:**

For the purpose of pre-qualification, applications will be evaluated in the following manner:

1. The eligibility criteria prescribed above (in respect of experience of similar class of works completed) shall first be scrutinized and the applicant's eligibility for pre-qualification for the work be determined.
2. Only the applicants who meet the initial eligibility criteria specified as above will be further evaluated on the basis of details furnished by them.
3. If necessary, the authorized representatives of SBI/SBIIMS will visit any projects / sites which are recently executed / being executed by the applicants, in order to evaluate the performance and quality of work of the applicants. In such case, the applicant will be required to obtain/give them the necessary permission/facilities and arrangements for site visit as required.
4. On the basis of the prequalification criteria mentioned above and after the evaluation of the applicants based on the site visit report, credentials submitted by the applicants, confidential reports obtained from various clientele (wherever necessary), applications will be shortlisted. The shortlisted applicants will be considered as the empaneled contractors subject to verification of relevant documents and submission of indicative price bid & further participation in e-reverse auction shall be restricted to the qualified contractors only.
5. Merely fulfilling the prescribed minimum prequalification criteria does not entitle the applicant for shortlisting, which is subject to the verification of documents/information furnished by the applicants, inspection of work, quality and timely execution of

- project, seeking confidential performance reports from the client etc.
6. The duly filled-in tender document shall be received up to 02:00 PM on 22.04.2020 by SBIIMS at the below mentioned address in sealed envelope **super scribing “Tender for SITC of Audio- Visual equipments at SBILD, Pahal”**

Asst. Vice President & Circle Head.  
SBI Infra Management Solutions Pvt. Ltd.  
Circle Office, SBI Local Head Office, 4Th Floor, III/1 Pandit Jawaharlal Nehru Marg,  
Bhubaneswar- 751001.

7. SBIIMS reserves the right to accept or reject any or all applications without assigning any reason thereof and no correspondence will be entertained in this regard. SBIIMS also reserves the right to restrict the list of prequalified contractors to any number deemed suitably by it. This prequalification is neither an assurance nor binding to SBIIMS to award any job/project to the prequalified contractors.

### **III. INSTRUCTIONS TO APPLICANTS**

#### **GENERAL INSTRUCTIONS:**

1. Please read these instructions carefully before filling up the application form.
2. The application must be submitted in the proforma to be downloaded from our website without editing the text whatsoever. Any violation of this condition shall render the application invalid.
3. The Application form have to be submitted in the prescribed format with Letter of Transmittal along with all the annexures and necessary documents / details as sought in a separate sealed cover supported by prescribed annexures containing other details etc. as mentioned.
4. The applicant should seal and sign each and every page of the application and its annexures / documents failing which their applications may be summarily disqualified.
5. While filling application form please ensure following: -
  - All information called for in the enclosed forms should be furnished against the relevant columns in the forms.
  - If for any reason, information is furnished on separate sheet, this fact should be mentioned against the relevant column.
  - Even if no information is to be provided in a column, a “Nil” or “no such case” or “Not Available” entry should be made in that column.
  - If any particulars/queries are not applicable in case of the applicant, it should be stated as “Not Applicable”.
  - The applicants may please note that giving incomplete/unclear information called for in application forms, or making any changes in the prescribed forms, or deliberately suppressing any information, may result in the prescribed formats may result in disqualification of the applicant summarily.

Signature of the Contractor with seal

6. Incomplete applications received thus will not be entertained. Delay in submission of any part in postal / courier / hand delivery or any other irregularities at any stage, will not be considered. The SBIIMS will not be responsible for any damage in transit in case of postal / courier / hand delivery
7. Overwriting and using of correcting fluid should be avoided. Corrections, if any, should be made by neatly crossing out and shall be rewritten with initials and date. Pages of the document have to be numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
8. The applicant may furnish any additional information, which he/they thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Expression of Interest document unless it is called for by the Employer.
9. References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Superintending Engineer/Chief Project Manager or equivalent.
10. Documents submitted in connection with pre-qualification will be treated as confidential and will not be returned.

11. **LETTER OF TRANSMITTAL**

The applicant should submit the letter of transmittal on the letter head of the applicant attached/appended with Application form along with annexures of pre-qualification document as mentioned / necessitated.

12. **ORGANISATIONAL INFORMATION - BIODATA**

Applicant is required to submit the information in respect of his organization (in Application form) and Biodata of the Directors / Partners / Key associates.

13. **FINANCIAL INFORMATION**

Applicant should furnish the following financial information as per the format as mentioned in Form 'A'.

14. Banker's Details, Chartered Accountant, Annual financial statement for the last five years (in Form 'A') should be supported by audited balance sheets and profit and loss accounts duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.
15. Name and address of the banker's identification of individuals familiar with the applicant's financial standing and a banker's statement on availability of credit.

16. **EXPERIENCE IN SIMILAR WORKS HIGHLIGHTING MAJOR PROJECTS**

Signature of the Contractor with seal

Applicant should furnish the following:

- i. List of all Similar works successfully completed during the last Seven years (**in Form “B”**). This list is to be substantiated with the documentary evidences such as copies of work orders, certified final bill copy, satisfactory completion certificate obtained from client etc. without which, the projects mentioned in the format may not be considered for scrutiny. List of works completed before seven years may be mentioned in separate sheet if the applicant intends to do so. **Form B-1** may be submitted project wise as supplementary information for the major projects only executed during the last seven years ending **29.02.2020**.
- ii. List of the ‘similar’ projects under execution or awarded (**in Form “C”**).
- iii. Particulars of ‘Similar’ Major completed works (mentioned in **Form “B”**) indicating the performance of the applicant duly authenticated/certified by an officer not below the rank of Superintending Engineer/Chief Project Manager or equivalent should be furnished separately for each major work completed. (**in Form “D”**)

17. **ORGANISATIONAL INFORMATION –OTHERS**

Number of Technical and Administrative Employees in the organization and how they would be involved in this work (**in Form “E”**)

18. **CONSTRUCTION PLANT ANDEQUIPMENTS:**

The applicant should furnish the list of tools, plant and equipment (**in Form “F”**). The applicant shall also furnish the particulars of steel shuttering, centering and scaffolding which he proposes to use for carrying out the work on FAST TRACK basis.

19. **PRICE BID SUBMISSION**

After evaluation of applications for pre-qualification, based on the evaluation criteria, list of qualified / shortlisted contractors will be prepared. Thereafter, pre-qualified contractors would be invited to submit their online price bid ( indicative bid followed by e-reverse auction) for the work.

The SBIIMS/SBI reserves the right to:-

(a) **Amend the scope and value of contract to the applicant.**

(b) Reject any or all of the applications without assigning any reason.

20. The SBI/SBIIMS reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant is found incorrect at a later date, he/they shall be liable to be debarred from tendering/taking up of work in SBI/SBIIMS and the tender/work will be cancelled, whenever it is so noticed. The



department will not pay any damages to the Company or firm or the concerned person. The Company or Firm or the person will be also debarred for further participation in any tender in the SBI/SBIIMS Further, any breach of this condition by the applicant would also render him liable to be removed from the approved list of contractors of SBI/SBIIMS

21. (a) SBI/SBIIMS reserves the right to reject any application without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable by it, if too many applications are received satisfying the basic Pre-Qualification criteria.

(b) Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:

(i) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre-qualification document.

(ii) Record of poor performance such as, abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.

22. The applicants who have downloaded the tender document from the website, should read the following important instructions carefully before submitting the PQ documents:-

a) The applicants should see carefully & ensure that the complete PQ document contains the pages in all in the PQ document.

b) The printout of PQ document should be taken on 'A-4' size paper only & the printer settings, such that document is printed as appearing in the web & there is no change in formatting, number of pages etc.

c) The applicant should ensure that no page in the down-loaded tender document is missing else their tender shall be treated as incomplete and will be summarily disqualified.

d) The applicant should ensure that all pages in the down-loaded tender document are legible & clear & are printed on a good quality paper.

e) The applicant should ensure that every page of the down-loaded tender document is signed by applicant with stamp (seal) of the applicant company and all the blanks are filled by the Applicant, suitably.

f) The applicant shall furnish a declaration as per the format to this effect that no addition / deletion / corrections have been made in the tender document submitted and it is identical to the tender document appearing on Website.

g) The applicant should ensure that the downloaded tender document is properly **Spiral**

Signature of the Contractor with seal

**bound and sealed** before submitting the same. Any addition / alteration / modification in the standard PQ document by the applicant, shall render the application as non – responsive and the same shall be summarily rejected. Documents with loose pages shall be disqualified.

- h) The applicant who has downloaded the tender document from website should read carefully & sign the declaration given on the Form E before submitting the tender document.
- i) In case of any doubt in the downloaded tender document, the same should be got clarified from this office before submitting the tender document.
23. The Company or firm or any other person shall not be permitted to seek pre-qualification for the work in case his near relative(s) (directly recruited or on deputation in SBI is / are posted in any capacity either non-executive or executive employee in Bhubaneswar. Near relative(s) for this purpose is/are defined as–
- i) Member of Hindu Undivided family(HUF)
  - ii) They are Husband and wife
  - iii) The one is related to other in the manner as father, mother, son(s) & son's wife (daughter-in-law), Daughters(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband(brother-in-law)

The applicant (principal contractor) shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him or who are near relative to any executive employee/ Gazette officer in the SBI / SBIIMS

24. Efforts on the part of the applicant or his agent to exercise influence or to pressurize the employer would result in rejection of application. Canvassing of any kind is prohibited.

#### **LETTER OF TRANSMITTAL**

(Performa to be typed on the letter head of the Applicant)

Asst. Vice President & Circle Head.

SBI Infra Management Solutions Pvt. Ltd.

Circle Office, SBI Local Head Office, 4Th Floor, III/1 Pandit Jawaharlal Nehru Marg,

Signature of the Contractor with seal

Bhubaneswar- 751001.

**Sub: SUBMISSION OF TENDER FOR SITC OF AUDIO VISUAL EQUIPMENTS AT SBILD PAHALA**

Dear Sir,

I/We have read, understood & examined the Prequalification documents, along with other details / formats, the receipt of which is hereby duly acknowledged, including subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the SBIIMS and we submit our application/offer for the pre-qualification of contractor for construction of residential towers. The undersigned is authorized to sign the documents/papers, on behalf of the firm and the document delegating this authority is enclosed with this letter.

2. We certify that we have not made any changes in the contents of the pre-qualification document submitted by us, including its amendments/clarifications provided by SBIIMS. We shall abide by the terms & conditions spelt out in the SBIIMS/ bank's notice/pre-qualification invitation.

3. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information/ data / particulars proving to be incorrect, SBIIMS will have the right to disqualify us from any or all bidding process.

4. I/We also understand if any false information is detected at a later stage, including in any future contact made between ourselves and State Bank of India, on the basis of the information given by me/us will be treated as invalid by the Bank/ SBIIMS.

5. We confirm that we have not induced or attempted to induce any other applicants to submit or not to submit an offer/application for restricting competition. Also, we undertake that we will not resort to canvassing with any official of the Bank/ SBIIMS, connected directly or indirectly with the pre-qualification process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of the applicant from further pre-qualification process.

6. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the pre-qualification process, or to any person, organization or third party related to the contract in exchange for any advantage in the pre-qualification, Bidding, evaluation, contracting and implementation of the contract. We shall abide by all the laws/rules/regulations pertaining to prevention of corruption in force.

7. We understand that you are not bound to accept any particular or all the offers, you may receive. You may reject all or any offer/proposal/application without assigning any reason or giving any explanation whatsoever. I/We agree that the decision of the State Bank

Signature of the Contractor with seal

of India/ SBIIMS in selection of the contractors will be final and binding on me/us.

8. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body.

9. We confirm that we do not have any litigation / cases pending against us in any Bank / PSU / State or Central Govt departments. We also confirm that we have not been blacklisted by any Bank / PSU / State or Central Govt Office/ departments for any reasons, except the undernoted (details should be mentioned along with period and reasons thereof).

10. If commercial bidding is done through the reverse auction process by the Bank or SBIIMS, our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose, on behalf of the firm.

11. I/We hereby certify that none of our relatives as per Bank's instructions are employed in State Bank of India/ SBIIMS. In case at any stage, it is found that information given by me is false/incorrect, State Bank of India/ SBIIMS shall have absolute right to take any action as deemed fit, without prior intimation to me.

12. I/We also agree that I/We have no objection if inquiries are made about the works listed by me/us in the accompanying sheets or any other inquiry on the information furnished herewith in the accompanying sheets or in respect of papers/documents submitted.

(Signature)

Stamp

Name:

Date:

In the capacity of (for and on behalf of):

- Enclosed: 1. Duly completed application with all enclosures  
2. Letter of authority for delegation of signing power

## APPLICATION FORM

1.	Name of the contractor Firm/ company:	
2.	Type of Organisation (whether Sole Proprietorship, Partnership, private Limited or Co-op. body etc.)	
3.	Year of establishment of the Firm/company	
4.	Whether registered with the registrar of companies / registrar of firms (if so, mention number & date of registration, and submit supporting documents)	
5.	Year since the firm/ company is in the line of business/ activity of construction of multi storeyed residential buildings	
6.	Official/ registered address of the firm/ company	
7.	Correspondence address of the firm/company	
8.	Email-ID of the firm/company	
9.	Landline number (with STD code) of the office/ firm	
10.	Mobile number of the office/ firm/ company	
11.	Name, mobile number & email ID of contact person	
12.	Name/s of partners / proprietor/ directors/ key person of the firm (Details of address, contact number, qualification etc to be submitted at Annexure "C")	
13.	Address of office in Odisha if available.	
14.	Whether Firm is having ISO Certification? Mention details	
15.	Whether member of any professional body/association. Please give details & enclose certificate viz. IGBC	
16.	GST Registration number (Photocopy to be attached)	
17.	PAN No.	

18.	Registration for EPF/ RPFC	
19.	Registration for ESIC	
20.	Registration under the Contract Labour Act	
21.	Registration number under Labour Welfare Act	
22.	Professional Tax registration no.	
23.	Educational qualification of the proprietor/ partner/ director/key person	
24.	Average annual turnover of the Company as per Audited Balance Sheets as on 31st March 2017, 2018, 2019. (details of turnover during previous F.Y. to be submitted as per format given in Annexure A)	2016-17: 2017-18: 2018-19: ----- Average:
25.	Total number of Audio- Visual works of Commercial/ Office project completed.	
26.	Details of Similar works of Commercial/ Office Project completed during the last 7 years, as per format given in annexure (Copies of work orders & completion certificates must be enclosed)	As per format Annexure B & B1
27.	Value of Single Largest Project for Similar Work for Office/ Commercial project completed in the last 7 years	
28.	Details of Similar work under execution	As per format Annexure C
29.	Financial Information as per format given at Annexure A (Enclose copies of audited balance sheet and profit & loss statements and CA Certificate)	As per format Annexure A
30.	Number of years of experience in the Audio- Visual works of commercial/ office buildings	
31.	Name and address of Bankers and position of financial soundness (Enclose solvency certificate or other relevant papers/documents, refer Annexure J)	As per Annexure J
32.	Details of skilled work force provided.	As per format Annexure E
33.	Details of equipment available with the firm –	As per format Annexure F
34.	Mention is black listed and / or blacklisting proceedings pending with any client. Details of the same, with reasons, to be furnished.	
35.	Details of disputes /litigations, if any, during the period of last 07 years	
36.	Whether any penalty imposed by law enforcing agencies such as labour department, sale tax, GST, etc.	

Signature of the Contractor with seal

37.	Details of penalty / liquidated damage imposed by any client for defective /delayed/non-completion of work or violation of terms of the contract, during the last 7 years, ended on 29.02.2020. If yes, please provide details thereof, with reasons.	
38.	Whether firm had been barred from participating in the bidding process or kept in cooling period/under suspension by any client, during the last 7 years, ended on 29.02.2020. If yes, please provide details thereof, with reasons.	
39.	Please indicate details of any bankruptcy/winding up of proceedings at any point of time in past	
40.	Covering cum declaration / confirmation letter as per Annexure-E	



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

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

**Signature of Applicant**

Signature of the Contractor with seal

## FINANCIAL INFORMATION

I. Banker Details

Name of the Bank :  
 Branch with Address :  
 City :  
 Contact person in the Bank :  
 Contact Details :

II. Details of Chartered Accountant

Name :  
 Address :  
 Registration details of accountant :  
 Contact Number :  
 E-mail address :

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

YEARS	2014-15	2015-16	2016-17	2017-18	2018-19
(i) Gross Annual turn-over in Audio Visual works					
(ii) Profit/Loss					
(iii) Financial position:					
(a)Cash					
(b)Current Assets					
(c)Current Liabilities					
(d)Working capital (b-c)					
(e)Current Ratio: (Current Assets/Current Liabilities (b/c))					
(f) Acid Test Ratio: (Quick Assets/Current Liabilities (a/c))					

IV. Income Tax Clearance Certificate

V. Solvency certificate from Bankers (Schedule Bank) of Applicant.

VI. Financial arrangements for carrying out the proposed work

Signature of Chartered Accountant  
With seal

Signature of Applicant(s)  
with Seal

Signature of the Contractor with seal

**DETAILS OF ALL 'SIMILAR' WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING BY 29<sup>th</sup> February 2020.**

1	2	3	4	5	6	7	8	9	10	11	12
S. No.	Name of work/ project & location	Owner or sponsoring organizations	Date of Agreement with the owner	Scope of work executed	Built up area of the project in sqm.	Cost of project work in Crores	Date of commencement as per contract & actual date of commencement	Stipulated Date of completion & Actual date of completion	Litigation / Arbitration pending/ In progress with details (if any)	Name and address with contact No. of Officer of client to whom reference shall be made	Remarks

**Signature of Applicant**

Note:

Actual date of completion of the project should be within 7 years ending 29.02.2020 for taking into eligibility consideration. The projects mentioned in the above format shall be sorted in the order of cost of the project

Signature of the Contractor with seal

(Descending order)

Signature of the Contractor with seal

**SUPPLEMENTARY INFORMATION ON COMPLETED MAJOR WORKS**

1. Name of work
2. Location
3. Client's name and address
4. Consultants name and address.
5. Scope of work.
  - a. Audio Visual works.
  - b. Acoustic works.
  - c. Floor area. (Sqm)
6. Type of equipment in used in AV works
7. Time taken for
  - i. Procurement items
  - ii. Total Project.
8. Specialized service, if any, provide  
d, with cost details,
9. Specialized Tools & Plant deployed for the project.
10. Project Management organization structure.
11. Number of shift and its duration adopted in execution.
12. Systems adopted for timely completion of the project.

**Signature of Applicant**

Signature of the Contractor with seal

**FORM 'C'**

**'SIMILAR' PROJECTS ON HAND - UNDER EXECUTION OR AWARDED**

1	2	3	4	5	6	7	8	9	10	11	12	13
Sl. No.	Name of work/project & location	Client / Owner or sponsoring organizations	Type of Client / Owner (Mention Govt/ / Semi Govt / PSU / Autonomous / Private )	Date of Agreement with the owner	Built up area of the project in sqm	Cost of project work in Crores	Date of commencement as per contract & actual date of commencement	Stipulated Date of completion	Up to date percentage of progress of work completed	Delay in progress (if any) and reasons thereof	Name and address with contact No. of Officer of client to whom reference shall be made	Remarks (Indicate whether any show-cause notice issued or Arbitration initiated during the progress work)

**Signature of Applicant**

Note: The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order)

Signature of the Contractor with seal



**PERFORMANCE REPORT FOR 'SIMILAR' MAJOR COMPLETED WORKS  
(REFERRED TO IN FORM 'B')**

1. Name of the work/  
Project & Location.
2. Scope of work.
3. Agreement No & Date.
4. Estimated Cost / Tendered Cost
5. Actual Value of work done
6. Date of commencement
  - a. Stipulated date of commencement.
  - b. Actual date of commencement.
7. Date of completion
  - a. Stipulated date of completion.
  - b. Actual date of completion.
8. Amount of compensation levied for delayed completion if any.
9. Performance report based on

Quality of Work,	: Very Good / Good / Fair / Poor
Time Management,	: Very Good / Good / Fair / Poor
Resourcefulness	: Very Good / Good / Fair / Poor
Financial Soundness	: Very Good / Good / Fair / Poor
Technical Proficiency	: Very Good / Good / Fair / Poor

Superintending Engineer / Chief  
Project Manager or Equivalent &  
(Name of Organization), Date

Note:

1. The performance report is to be submitted separately for all major works mentioned in Form 'B'.
2. The performance report preferably be submitted in the above Performa. In case, different Performa is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.

**TENDER FOR SUPPLY, INSTALLTION, TESTING AND COMMISSIONING OF AUDIO-VISUAL EQUIPMENTS AT SBILD, PAHALA, BHUBANESWAR**

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

Sl. No.	Name of Work /project with address	Name & full postal address of the owner. Specify whether Govt. Under taking along with name, address and contact Nos. of -2-persons (Executive Engineers or top officials of the organization).	Contract amount (Rs.) with copy of work order & completion certificate from project in-charge)	Stipulated time of completion (months) Enclose clients certificate for satisfactory completion	Actual time of completion (Months)	If the work is left incomplete or terminated ( furnish reasons)	Remarks

## Notes:

- Information has to be filled up specifically in this format only. Please do not write remark "As indicated in Brochure /Attached Documents".
- Date shall be reckoned as on **29.02.2020**
- 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 highest value of three 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	ORGANISATION & ADDRESS	CONTACT NUMBERS

Signature of the Contractor with seal

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

Sr. No.	Designation	Total Number	Names	Educational Qualification	Professional Experience	Length of continuous service with employer in years
1	2	3	4	5	6	7

**Signature of Applicant**

Note:

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

Signature of the Contractor with seal

**DETAILS OF TOOLS AND TACKLES LIKELY TO BE USED IN CARRYING OUT THE WORK.**

Sr. No	Name of the Tools / Machinery / Equipment	Unit	Make / Model / Capacity or Type	Age in years	Condition of the unit	Ownership Status (mention the quantity)			Remarks
						Presently owned	To be purchased	Leased	
1	2	3	4	5	6	7	8	9	10

**Signature of Applicant**

Note  
: 1. Use extra sheet if required

Signature of the Contractor with seal

**CHECK LIST**  
**Details of Enclosures.**

Sl. No.	Information	Confirmation of Submission	Page no.
1	Pre-Qualification Document including Letter of Transmittal, Application Form and Forms A to F.	Yes/No	
2	Proof of constitution:	Yes/No	
	(a) In case of sole proprietorship/HUF: an affidavit executed before a 1 <sup>st</sup> Class Magistrate that the applicant is the sole proprietor of the firm/Karta of HUF		
	(b) In case of partnership firm: (Submit attested copies)		
	In case of private/Public Ltd. Co. Article of Association duly attested by Notary Public		
	Power of attorney, if any, attested by Notary Public		
3	Certificate of Registration as contractor	Yes/No	
4	Certificate of Registration with taxation authorities	Yes/No	
5	Certificate of Tax Clearance (ITCC,GST& Other Tax etc.)	Yes/No	
6	Details of requisite licenses	Yes/No	
7	Registration with EPF	Yes/No	
8	Proof of eligibility of essential criteria	Yes/No	
9	Proof of eligibility of electrical service work	Yes/No	
10	Financial Information	Yes/No	
	A) Balance sheets of last 5 years	Yes/No	
	B) Calculation sheets of net worth	Yes/No	
	C) Solvency Certificate in original	Yes/No	
11	Details of completed work as given in Form B	Yes/No	
12	Attested copies of Award Letters/Work Orders/LOI for completed work	Yes/No	
13	Original or attested copies of certificate for works done, from concerned clients	Yes/No	
14	Performance report of completed works as given in form D	Yes/No	
15	Details of work on hand as given in Form C	Yes/No	
16	Attested copies of award letters/work orders/LOI for ongoing projects / Works on Hand	Yes/No	
17	Details of key personnel as given in Form E	Yes/No	
18	Details of plant and machinery etc. as given in Form F	Yes/No	
19	CD/DVD containing all submittals in digital format	Yes/No	

Signature of the Contractor with seal

## **BUSINESS RULES FOR ONLINE TENDER GENERAL TERMS AND CONDITIONS OF ONLINE TENDER**

1. For the proposed online bidding, already vendors for the said purpose who fulfill all terms and conditions including deposit of earnest money and tender processing fee only shall be eligible to participate.
2. SBIIMS/SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. SBIIMS/SBI will inform the vendor in writing in case of online bidding, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed format (provided by service provider) before start of online bidding. Without this the vendor will not be eligible to participate in the event.
6. Opening of online bids will be conducted on schedule date & time.
7. At the end of online bidding event, the lowest bidder value will be known on the network.
8. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to case basis to SBIIMS/SBI through service provider within 24 hours of completion of tender without fail.
9. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with SBIIMS/SBI as per prevailing procedure.
10. In case SBIIMS/SBI decides not to go for online bidding on procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBIIMS/SBI shall be opened as per SBI standard practice.
11. Business Rule for finalization of the Tender  

SBIIMS/SBI shall finalize the tendering process of the item through online bidding mode. SBIIMS/SBI has made arrangement with M/s. e-Procurement Technologies Ltd, Ahmedabad, (ETL) who shall be SBIIMS/SBI's authorized service provider for the same. Please go through

the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized Online tendering shall be conducted by SBIIMS/SBI, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to ETL furnishing the price, the bidder wants to bid online, with a request to ETL to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by ETL in a readable / legible form and also the Bidder should simultaneously check up with ETL over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by ETL only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of ETL at the time of receipt of the fax message from the bidders, ETL will not be uploading the prices. It is to be noted that either SBIIMS/SBI or ETL are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the online bidding successfully. However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

2. ETL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Tendering/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.

3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian Rupees (INR) per -one- (Unit) of the items.

4. BID PRICE: The Bidder has to quote the Total cost to SBI of the items specified inclusive of all taxes, duties, freight, service tax, overhead, contractor"s profit etc. excluding GST. GST shall be paid extra as per actual.

5. VALIDITY OF BIDS: The Bid price shall be firm for a period of three calendar months from the date of acceptance of tender which may be extended for a further period subject to mutual agreement.

6. The bidder has to provide a detail break up for his commercial offer in the prescribed format as given by the Bank.

7. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price.



Should you back out and not execute the work as per the rates quoted, the earnest money deposited by you with us in this regard shall be forfeited without further reference to you.

8. You shall be assigned a Unique User Name & Password by ETL. You are advised to change the Password after the receipt of initial Password from ETL to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.

9. At the end of the online Tendering process, SBIIMS/SBI will decide upon the winner. SBIIMS/SBI's decision on award of Contract shall be final and binding on all the Bidders.

10. SBIIMS/SBI shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

11. SBIIMS/SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

13. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the online bidding.

14. Successful bidder shall enter into a contract with the bank to carry out the work as per Bank's standard format.

15. OTHER TERMS & CONDITIONS: - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders. - The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party. - SBI's decision on award of Contract shall be final and binding on all the Bidders. - SBI along with ETL can decide to extend, reschedule or cancel any tender. Any changes made by SBI and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time. - ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. - ETL is not responsible for any damages, including consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**N.B.** - All the bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the online event - All the Bidders are required to submit the Agreement Form (Annexure- I) duly signed to M/s e-Procurement Technologies Pvt. Ltd, Ahmedabad before due date. - After the completion of the tender event, all the Bidders have to submit the Price Breakup immediately to M/s e-Procurement Technologies Pvt. Ltd, Ahmedabad for further proceedings.

## **PROCESS COMPLIANCE FORM**

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

To

Date:

**M/s E- Procurement Technologies Ltd. (abc procure)  
A-801, Wall Street - II, Opp. Orient Club,  
Nr. Gujarat College,  
Ellis Bridge, Ahmedabad - 380 006.  
Gujarat State, India.  
Phone: 079-68136826/6824/6868, +91-9879996111  
E-mail: shubhangi@auctiontiger.net**

### **SUB: AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE BIDDING**

Dear Sir,

This has reference to the Terms & Conditions for the online bidding mentioned in the Tender for "Supply, installation, testing & commissioning of Audio-visual (AV) equipments at SBILD, Pahala, Bhubaneswar" This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the online bidding and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the tender tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI Group and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the tender event.
- 5) We understand that in the event we are not able to access the tender site, we may authorize ETL to bid on our behalf by sending a fax containing our offer price before the tender close time and no claim can be made by us on either State Bank Group or ETL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that ETL may bid on behalf of other bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure II and the format as requested by SBI / ETL.

Signature of the Contractor with seal

9) We, hereby confirm that we will honour the Bids placed by us during the tender process.

10) We read each pages, understood the technical bid & BOQ and I/we hereby agree to abide by and fulfill the terms and provisions and accepting all terms and conditions stipulated in the tender documents. After the accomplishment of tendering procedure, if we become the lowest bidder shall submit the hard copy of the Technical document duly signed with seal by the authorized representative/proprietor of the firm at the under mentioned office

We, hereby confirm that we will honour the Bids placed by us during the tender process.

With regards

Signature with company seal

Date:

Name :

Company / Organization

**PRICE CONFIRMATION LETTER (ANNEXURE II)**

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

To,

**M/s E- Procurement Technologies Ltd.  
A-801, Wall Street - II, Opp. Orient Club,  
Nr. Gujarat College,  
Ellis Bridge, Ahmedabad - 380 006.  
Gujarat State, India.  
Phone: 079-68136826/6824/6868, +91-9879996111  
E-mail: [shubhangi@auctiontiger.net](mailto:shubhangi@auctiontiger.net)**

**AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOLLOWED BY E-REVERSE AUCTION FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF AUDIO-VISUAL (AV) EQUIPMENTS AT SBILD, PAHALA, BHUBANESWAR**

E-tendering/E-Reverse Auction Date:

Dear Sir,

We confirm that we have quoted.

----- (Rs.-----)

Thanking you and looking forward to the valuable order from SBIIMS ON BEHALF OF SBI.

Yours sincerely,

For \_\_\_\_\_

Name:

Company:

Date:

Seal:

Signature of the Contractor with seal

**PRICE BREAK UP (ANNEXURE III)**

**Price Break up**

**As per tender document**

**(G) Contact Information:**

<b>M/s E- Procurement Technologies Ltd.</b>	<b>SBI Infra Management Solutions Pvt. Ltd.,</b>
M/s E- Procurement Technologies Ltd. A-801, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380 006. Gujarat State, India. Phone: 079-68136826/6824/6868, +91- 9879996111 E-mail: shubhangi@auctiontiger.net	Asst. Vice President & Circle Head. SBI Infra Management Solutions Pvt. Ltd. Circle Office, SBI Local Head Office, 4Th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001. Phone: 0674-2600570 & <a href="mailto:headbhu.sbiims@sbi.co.in">headbhu.sbiims@sbi.co.in</a>

1. **PROCESS TO DECIDE THE WINNER I.E. L-1 BIDDER (ANNEXURE IV)**

- i) The SBIIMS may, within the sole discretion choose to conduct E-reverse auction either item-wise or on cumulative total tender amount ( i.e Algebraic sum of the amount of each individual items evaluated in the indicative price bid. At the end of the E-tendering, SBIIMS. will decide upon the winner. SBIIMS’s decision on award of Contract shall be final and binding to all the Bidders.
- ii) Special attention is invited to all the bidders to quote balanced and workable item-wise rates for all the tenders items as also to understand the rules and procedure applicable for evaluating item-wise proportionate final item-wise rates based on the final bid offered by them in the e-reverse auction. The SBIIMS shall not be responsible in respect of unworkability/ unreasonable/ erratic (item-wise) final rates of the successful bidder evaluated as a result of E-reverse auction process may be due erratic quote in the indicative bid etc. for the reason whatsoever and the bidder shall be bound to execute the jobs on such final rates.
- iii) In case E-reverse auction is carried out item-wise the bidder whose cumulative total tender amount (evaluated on the basis final item-wise rates at the end of E-reverse auction) stands lowest (i.e L1) shall be the winner subject to approval of their tender by the competitive authority.
- iv) In case it is decided to go for E-reverse auction on the total tender amount (sum of all items), the following example will clarify the process to be followed by the SBIIMS. in the proposed reverse auction to decide the winner i.e. L-1:

**Illustrative Example:**

The per unit Indicative Price Bids shall be submitted by the various bidders in the following format:

S.No.	Item description	Quantity	Unit in	Rate Per item (in Rupees) ***	Amount (In Rupees) ***
(1)	(2)	(3)	(4)	(5)	(6)
1	Item-A	6	Nos	5000.00	30,000.00
2	Item-B	6	Nos	4000.00	24000.00
3	Item-C	3	Nos	1000.00	3000.00
Total Tender amount (sum of Items 1 to 3) denoted by (A)					Rs. 57,000.00 (say)

\*\*\* The prices and amount mentioned in the above table are only meant for “Illustration” and the same has no relevance to the actual Item-wise Indicative Price Bid required to be quoted by the bidders.

- v) The SBIIMS shall decide, within its sole discretion, the “Start Bid Price” based on the lowest online “Indicative Bid Price” received against “(A)” in the table above which may be equal to or less than the factor “A” and the “Decremental value” by which bidders shall be permitted to reduce and revise their bid, if they desire to do so.

vi) At the end of the reverse auction process, suppose the winner (L-1 bidder) offer their final quote against "A" (i.e. Algebraic sum under Column no. 6 in the above table) as Rs. 48,000.00 (denoted by "B" hereinafter), the K-Factor shall be determined as under:

$$K=(B\div A) \text{ i.e. } (48,000\div 57,000) = 0.8421$$

vii) The Final Items-wise rates of the L-1 bidder shall be evaluated by multiplying their Item-wise quoted rates in the Indicative Price Bid by the Factor "K" calculated as above (i.e. proportionately reducing Indicative quote for all the tender items). Accordingly, in the above illustration, the final prices of the winner shall be evaluated as under:

S.No.	Item description	Quantity	Nos	Amount quoted in Indicative Price Bid (in Rupees)***	Factor "K"	Final Per Unit Rate (In Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (5)x(6)
1	Item-A	6	Nos	30,000.00	0.8421	25263.00
2	Item-B	6	Nos	24,000.00	0.8421	20211.00
3	Item-C	3	Years	3000.00	0.8421	2526.00
Total						48000.00

Similarly, the L-2, L-3 ..... and so on bidders shall be evaluated and declared.

viii) The L1 vendor has to submit the price-break of as per above example.

Read & accepted,  
SEAL & SIGN of vendor.

Signature of the Contractor with seal



## **ARTICLES OF AGREEMENT**

This AGREEMENT is made at ..... on this ..... day of ..... between SBI, a body Corporate created under SBI Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and one of the circle office at SBI Local Head Office, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 represented by authorized officer of SBI. (hereinafter called “the Employer”) on the one part and M/s \_\_\_\_\_ (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at \_\_\_\_\_ (hereinafter called “the Vendor”) represented by Shri ..... who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging an authorized person for execution of ” Supply, installation, testing & commissioning of Audio-visual (AV) equipments at SBILD, Pahala, Bhubaneswar“

AND WHEREAS the Employer had called for tenders from eligible vendors /contractors for the proposed work as indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Vendor and others submitted the tenders and the Employer has awarded the contract relating to “Supply, installation, testing & commissioning of Audio-visual (AV) equipments at SBILD, Pahala, Bhubaneswar” as stated in the scope of work attached to the Tender Document to the Vendor.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
2. The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.
4. The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work as per enclosed schedule of Items and to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities or as provided in the said Conditions and approved by the SBIIMS.
6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to Supply, installation, testing & commissioning of Audio-visual (AV) equipments at SBILD, Pahala, Bhubaneswar

Signature of the Contractor with seal





7. in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.

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

9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 7th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 60 days subject to nevertheless the provisions for extension of time.

10. All payments by the Employer under this Contract will be made by State Bank of India.

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

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

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

#### SIGNATURE CLAUSE

SIGNED AND DELIVERED by the

\_\_\_\_\_ By the

(Employer)

hand of Shri \_\_\_\_\_

\_\_\_\_\_

(Signature of Employer)

(Name and Designation)

In the presence of :

Shri / Smt. \_\_\_\_\_

(Signature of Witness)

Address \_\_\_\_\_

\_\_\_\_\_

(Witness)

Signature of the Contractor with seal



SIGNED AND DELIVERED by the

Signature of the Contractor with seal



\_\_\_\_\_ by the  
(Contractor)

(Signature of Contractors)

in the presence of :

Shri / Smt. \_\_\_\_\_

(Signature of Witness)

Address \_\_\_\_\_

## **1.0 INSTRUCTIONS TO THE TENDERERS:**

### **1.1 Scope of Work**

Online Tenders are invited for SBIIMS for “Supply, installation, testing & commissioning of Audio-visual (AV) equipments at SBILD, Pahala, Bhubaneswar

### **1.2 Site and Its Location**

The proposed work is to be carried out at Pahala, Bhubaneswar.

## **2.0 Tender Documents**

The work has to be carried out strictly according to the specifications and conditions stipulated in tender consisting the following documents and the most workman like manner,

- 2.1 (a) Instructions to tenderers.
- 2.1 (b) General Conditions of Contract.
- 2.1 (c) Special Conditions of Contract.
- 2.1 (d) Additional Conditions for Installation.
- 2.1 (e) Technical Specifications.
- (f) Priced Bid.

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

- a. Price Bid
- b. Technical Specifications
- c. Additional Conditions for Installation
- d. Special Conditions of Contract
- e. General Conditions of Contract
- f. Instructions to Tenderers

Complete set of tender documents including relative drawings can be downloaded from [www.sbi.co.in](http://www.sbi.co.in) (link) <Procurement News>

## **3.0 SITE VISIT**

The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character, quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc;

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

#### **4.0 EARNEST MONEY**

The tenderers are requested to submit the Earnest Money of **49500/- (Rupees Forty Nine Thousand Five Hundred Only)** in the form of Demand Draft or Banker's Cheque in favour of "**SBI Infra Management Solutions Pvt. Ltd.**" payable at "Bhubaneswar" drawn on any Scheduled Bank in India.

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

No interest will be paid on the EMD.

After identifying the L1 vendor EMD of unsuccessful tenderers will be refunded personally to the vendor against their acknowledgement or shall be sent to their given address within a week by post/courier on request from tenderers.

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

#### **5.0 INITIAL SECURITY DEPOSIT.**

L1 vendor shall submit, 2% of awarded value of work in the form of DD/BC favouring "State Bank of India" payable at Bhubaneswar within a period of 15 days from the date of receipt of confirmation regarding acceptance of tender and EMD obtained in the name of **SBI Infra Management Solutions Pvt. Ltd** shall be returned to them.

#### **SECURITY DEPOSIT**

Total security deposit shall be 10% of the final value of the work. Out of this 2% of tender value (i.e. tender amount) is in the form of initial security deposit (ISD). Balance security deposit (i.e. 10% of final value of work less 2% of tender value already deposited as ISD) towards the work shall be deducted from the final bill of the work as Retention money. Bank also may deduct total 10% of the final value of the work from Final/running bill and the ISD shall be returned to the L1 vendor. 10% of the retention money shall be paid after the defects liability period of 36 month as specified in the contract. The retention money will be interest free.

#### **ADDITIONAL SECURITY DEPOSIT**

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfilment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

No interest shall be paid to the amount retained by the Bank as Security Deposit.

#### **7.0 SIGNING OF CONTRACT DOCUMENTS**

The successful tenderer shall be bound to implement the contract with SBIIMS by signing an agreement and conditions of contract attached herewith within **7 days** from the receipt of intimation of acceptance of his tender by the SBIIMS. However, the written acceptance of the tender by the SBIIMS will constitute a binding agreement between the SBIIMS and successful tenderer whether such formal agreement is subsequently entered into or not.

**8.0 COMPLETION PERIOD:** Time is the essence of the contract; the work should be completed in all respect and in accordance with the terms of contract within a **period of 30 days** from the date of issue of work order.

#### **9.0 VALIDITY OF TENDER**

**: 3 Months**

Tenders shall remain valid and open for acceptance for a period of 3 (Three) months from the date of opening price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the SBIIMS without prejudice to any other right or remedy the SBIIMS shall be at liberty to forfeit the EMD.

## **10.0 LIQUIDATED DAMAGES**

The liquidated damages shall be 0.5% per week subject to a maximum of 5% of the actual value of work.

### **RATES AND PRICES**

In case of item rate tender

The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

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

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

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

Each page shall be totalled and the grand total shall be given.

The rate quoted shall be firm and shall include all costs, allowances, etc.

## **GENERAL CONDITIONS OF CONTRACT**

### **Definitions**

“**Contract**” means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/SBIIMSI and all these, documents taken together shall be deemed to form one contract and shall be, complementary to one another.

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

„**SBI / Bank**“ shall mean State Bank of India (client) a body Corporate created under SBI Act 1955, having one of its Circle Office at State Bank of India, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 and includes the client’s representatives, successors and assigns.

“ **SBIIMS**” shall mean **SBI Infra Management Solutions Pvt. Ltd.** (SBIIMS), its wholly owned subsidiary having Head Office at Mumbai and One of its Circle office at 4th Floor, SBI, Local head Office, 4<sup>th</sup> Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 and includes the client’s representatives, successors and assigns.

„**Architects/Consultants**“ shall mean M/s Architectural Design Cell, Bhubaneswar

„**Site Engineer**“ shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

„**The Contractor**“ shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

The expression „**works**“ or „work“ shall mean the permanent or temporary work described in the „Scope of Work“ and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

„**Engineer**“ shall mean the representative of the SBIIMS/Architect/consultant.

„**Drawings**“ shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time „Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

„**Specifications**“ shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect/ consultant “Month” means calendar month.

“**Week**” means seven consecutive days.

“**Day**” means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

## **CLAUSES:**

### **Total Security Deposit**

Total Security deposit comprise of:

- Earnest Money Deposit
- Initial Security Deposit
- Retention Money

#### **a) Earnest Money Deposit:**

The tenderer shall furnish EMD of **49500/- (Rupees Forty Nine Thousand Five Hundred Only)** in the form of De- mand draft or bankers cheque drawn in favour of SBI Infra Management solutions Pvt. Ltd., payable at “ Bhubaneswar” on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD.

After identifying the L1 vendor EMD of unsuccessful tenderers will be refunded without interest, personally to the vendor against their acknowledgement or shall be sent to their given address within a week by post/courier on request from tenderers. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open

for acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

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

L1 vendor shall submit, 2% of awarded value of work in the form of DD/BC favouring “ State Bank of India” payable at Bhubaneswar within a period of 15 days from the date of receipt of confirmation regarding acceptance of tender and EMD obtained in the name of **SBI Infra Management Solutions Pvt. Ltd** shall be returned to them.

#### **SECURITY DEPOSIT**

Total security deposit shall be 10% of the final value of the work. Out of this 2% of tender value (i.e. tender amount) is in the form of initial security deposit (ISD). Balance security deposit (i.e. 10% of final value of work less 2% of tender value already deposited as ISD) towards the work shall be deducted from the final bill of the work as Retention money. Bank also may deduct total 10% of the final value of the work from Final/running bill and the ISD shall be returned to the L1 vendor. 10% of the retention money shall be paid after the defects liability period of 36 month as specified in the contract. The retention money will be interest free.

#### **ADDITIONAL SECURITY DEPOSIT**

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank/SBIIMS may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfilment of contract. Such ASD could be in the form of FDR / Bank’s guarantee in the Bank’s name as per format approved by the Bank. On successful completion of work ASD will returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

No interest shall be paid to the amount retained by the Bank as Security Deposit.

#### **2.0 Language Errors, Omissions and Discrepancies**

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

- i) Between scaled and written dimension(or description)on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the latter shall be adopted.
- iv) In case of difference between rates written in figures and words, the rate in words shall prevail.
- v) Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.

#### **3.0 Scope of Work**

The contractor shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the SBIIMS

~~/architect/consultant. The SBIIMS/ architect/consultant at the directions of the Bank from time to~~  
SBIIMS/BHU/SBILD-PAHALA -AV WORKS Page 43 Signature Of The Contractor With Seal



time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as SBIIMS/Architect's/Consultant's instructions in regard to : the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work, any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof, the demolition, removal and/or re-execution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.

#### **4.0 (i) Letter of Acceptance**

Within the validity period of the tender the SBIIMS shall issue a letter of acceptance either directly or through the architect by registered post/e-mail/speed post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the SBIIMS and the contractor.

#### **ii) Contract Agreement**

On receipt of intimation of the acceptance of tender from the SBIIMS/Architect the successful tenderer shall be bound to implement the contract and within fifteen days thereof ,he shall sign an agreement in a non-judicial stamp paper of appropriate value(as per the Article of Agreement format earlier given in this document) with SBIIMS.

#### **5.0 Ownership of drawings**

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

#### **6.0 Detailed drawings and instructions**

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

The work shall be executed in conformity therewith and the contractor shall prepare a detailed programme schedule (i.e. BAR/PERT Chart) indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBIIMS through the Architect/Consultant.

#### **7.0 Copies of Agreement**

Out of Six copies, two copies of agreement/tender document duly signed by both the parties with the drawings shall be handed over to the contractors, two copies to SBI and one copy each shall be for the use of SBIIMS and Architect.

#### **8.0 Liquidated Damages**

If the contractor fails to maintain the required progress in terms of clause 29 of GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.5% of the final value of work per week subject to a maximum of 5% of the final value of work.

#### **9.0 Materials, Appliances and Employees**

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

### **10.0 Permits, Laws and Regulations**

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

### **11.0 Setting out Work**

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the architect/consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the architect/consultant the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the SBIIMS.

### **12.0 Protection of works and property**

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

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies" safety laws and relevant building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The contractor shall take insurance covers as per clause 25.0 at his own cost. The policy may be taken in joint names of the contractors and the SBIIMS and the original policy may be lodged with the SBIIMS.

### **13.0 Inspection of Work**

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

sion.

#### **14.0 Assignment and subletting**

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

#### **15.0 Quality of Materials, Workmanship & Test**

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with SBIIMS/Architect's instructions and shall be subject from time to time to such tests as the SBIIMS /Architect may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory.

The contractor shall provide such assistance, instruments, machinery, labour and materials.

Contractor to made arrangement of laboratory on site, where weight of various materials like aluminium extrusions etc. can be done, Contractor should also make available a 3.00 meters, 15.00 meters & a 50.00 meters tape, a Vernier Caliper & Micrometer so any measurements/ tests can be taken on sites itself.

#### **(ii) Samples**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the SBIIMS/Architect. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the SBIIMS /Architect the contractor shall proceed with the procurement and installation of the particular material/equipment.

The approved samples shall be signed by the SBIIMS. /Architect for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The SBIIMS/Architect shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/equipment etc. shall be to the account of the contractor.

#### **(iii) Cost of tests**

- a) The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specifications or BOQ.

#### **(iv) Cost of test not provided for**

If any test is ordered by the SBIIMS/Architect which is either:

- (a) If so intended by or provided for or (in the cases above mentioned) is not so particularized or through so intended or provided for but ordered by the SBIIMS/ Architect which is either to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/approved laboratory, then the cost of such test shall be borne by the contractor.

## **16.0 Obtaining Information related to execution of work**

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

## **17.0 Contractor's superintendence**

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the SBIIMS/Architect may consider necessary until the expiry of the defects liability period, stated hereto.

## **18.0 Quantities**

i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements

The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 21(e) hereof.

## **19.0 Works to be measured**

The SBIIMS /SBI/Architect may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the SBIIMS./SBI/Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the SBIIMS/SBI/ Architect shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book.

The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the measurement book. Should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the SBIIMS/SBI/ Architect shall be final. All authorized extra work, omissions and all variations made shall be included in such measurements.

## **20.0 Variations:**

No alteration, omission or variation ordered in writing by the SBIIMS /SBI/Architect shall vitiate the contract.

In case the SBIIMS /SBI/Architect thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such

extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

### **Valuation of Variations**

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

- i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause (c) hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the SBIIMS/Architect of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the SBIIMS/Architect shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the SBIIMS /SBI/Architect) the workman's name and materials employed be delivered for verifications to the Architect/Consultant at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire/running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

### **22.0 Final Measurement**

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

### **Virtual Completion Certificate (VCC)**

On successful completion of entire works covered by the contract to the full satisfaction of the SBIIMS/SBI, the contractor shall ensure that the following works have been completed to the satisfaction of the SBIIMS /SBI-

- ~~a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour,~~

equipment and machinery.

- b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc from the site and the land allotted to the contractor by the SBI and shall clear, level and dress, compact the site as required by the SBI.
- d) Shall put the SBIIMS /SBI in undisputed custody and possession of the site and all land allotted by the SBI.
- e) Shall hand over the work in a peaceful manner to the SBIIMS /SBI.
- f) All defects/imperfections have been attended and rectified as pointed out by the SBIIMS /SBI to the full satisfaction of SBIIMS /SBI. Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/Consultant for the certificate. If the SBIIMS/Architect/Consultant is satisfied of the completion of the work, relative to which the completion certificate has been sought, the SBIIMS/Architect/Consultant shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied. This issuance of a VCC shall be without prejudice to the SBIIMS /SBI's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the SBIIMS against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

#### **24.0 Work by other agencies**

The SBIIMS /SBI/Architect reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the SBIIMS /SBI. Such work shall be carried out in such manners not to impede the progress of the works included in the contract.

#### **Insurance of Works**

Without limiting his obligations and responsibilities under the contract the contractor shall ensure in the joint names of the SBIIMS and the contractor against all loss or damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBIIMS and contractor are covered for the period stipulated in clause 27 & 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

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



- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be effected with an insurer and in terms approved by the SBIIMS which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the SBIIMS/Architect the policy of insurance and the receipts for payment of the current premiums.

### **Damage to persons and property**

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBIIMS against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to :

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBIIMS /SBI to execute the works or any part thereof, on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBIIMS /SBI, their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBIIMS /SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

### **Contractor to indemnify SBIIMS /SBI**

The contractor shall indemnify the SBIIMS /SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25.2 of this clause.

### **Contractor's superintendence**

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

### **Third Party Insurance**

Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 25 of GCC shall insure against his liability for any material or physical

damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBIIMS/SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 25 thereof.

#### Minimum Amount of Third Party Insurance

Such insurance shall be effected with an insurer and in terms approved by the SBIIMS /SBI which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the SBIIMS/SBI/Architect the policy or policies of insurance cover and receipts for payment of the current premiums.

The minimum insurance cover for physical property, injury, and death is Rs.5.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

#### Accident or Injury to Workmen

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

##### Insurance against accidents etc to workmen

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

##### Remedy on Contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI as aforesaid and also deduct 15% of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

Without prejudice to the other rights of the SBIIMS/SBI against contractors, in respect of such default, the SBI shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the SBI and which are payable by the contractors under this clause. The contractor shall upon settle-



ment by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

## **26.0 Commencement of Works**

The date of commencement of the work will be reckoned as the recorded date of handing over site by the SBIIMS/SBI or from the date of issue of work order from SBIIMS, whichever is later.

## **27.0 Time for completion**

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **One calendar month ( 30 days) from the date of issue of work order**. If required in the contract or as directed by the SBIIMS/Architect, the contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

## **28.0 Extension of Time**

If, in the opinion of the Architect/Consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/Consultant may submit a recommendation to the SBIIMS to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBIIMS through the Architect/Consultant in writing at least 15 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The architect/consultant shall submit their recommendations to the SBIIMS in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the SBIIMS the provision of liquidated damages as stated under clause 8 of GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

## **29.0 Rate of progress**

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

## **30.0 Work during nights and holidays**

Subject to any provision to the contrary contained in the contract no permanent work shall

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

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance so as to avoid disputes with the neighbours.

### **31.0 No compensation for restrictions of work**

If at any time after acceptance of the tender SBIIMS shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the SBIIMS Architect shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the SBIIMS /SBI/Architect shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less. In case of such stores having been issued from SBIIMS /SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of SBIIMS /SBI/Architect shall be final.

### **Suspension of work**

- i) The contractor shall, on receipt of the order in writing of the SBIIMS/SBI/Architect (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as SBIIMS /SBI/Architect may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.
  - a) On account of any default on the part of the contractor, or
  - b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
  - c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the SBIIMS /SBI/Architect.

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

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

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

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

- a) To rescind the contract (of which rescission notice in writing to the contractor by the Architect/Consultant shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBIIMS.
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the SBIIMS/Architect shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architect/Consultant as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects/ Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBIIMS the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/Consultant/SBIIMS will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

### **Owner's Right to Terminate the Contract**

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

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

Or shall assign or sublet this contract without the consent in writing of the SBIIMS through the Architect/Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under.

- a) Has abandoned the contract; or

- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBIIMS through the Architect/Consultant written notice to proceed, or
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBIIMS /SBI through the Architect/ Consultant that the said materials were condemned and rejected by the Architect/ Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBIIMS /SBI"s or Architect"s/Consultant"s instructions to the contrary subject any part of the contract. Then and in any of said cases the SBIIMS /SBI and or the Architect/Consultant, may not withstanding any previous waiver, after giving seven days" notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect/Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBIIMS . /SBI through the Architect/Consultant, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads, use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any was interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient to the SBIIMS /SBI or the Architect/Consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the SBIIMS. /SBI sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBIIMS /SBI incidental to the sale of the materials etc.

### **Certificate of Payment**

Payment will be made as per terms mentioned in the NIT.

- The prices in the Price Schedule shall be exclusive of GST or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- The SBIIMS/SBI shall make all endeavour to make payments within 20-30 days from the date of the receipt of the invoice, to the Contractor.



- All payments shall be made in Indian Currency by means of an Account Payee Cheques/ RTGS/ NEFT only.

- SBIIMS/SBI shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. SBIIMS/SBI shall provide a certificate certifying the deduction so made.
- No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.
- Payment will be made as per the actual work done at site based on final measurement. The measurement will be taken in presence of representatives from both SBI/SBIIMS and contractor.

### **Settlement of Disputes and Arbitration**

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

- i) If the 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 authorized person of SBI/SBIIMS 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 respective Circle/Vice President, SBIIMS, of respective Circle Office, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Vendor shall not be entitled to raise any claim nor shall the SBI/SBIIMS be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the V.P of respective Circle, SBIIMS, of respective Circle Office, in the manner and within the time as aforesaid. The Vendor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the respective Circle/Vice President, SBIIMS, of respective Circle Office, in writing in the manner and within the time aforesaid.
- ii) The Circle/Vice President, SBIIMS, of respective Circle Office, shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of the Circle/Vice President, SBIIMS of respective Circle Office, submit his claims to the conciliating authority namely the Circle Development Officer of respective Circle /C.O.O. SBIIMS, Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai. for conciliation along with all details and copies of correspondence exchanged between him and the SBIIMS.





iii) If the conciliation proceedings are terminated without settlement of the disputes, the Contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/M.D. & C.E.O. of the SBIIMS for appointment of an arbitrator to adjudicate the notified claims falling 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 SBI/SBIIMS shall be referred for adjudication through arbitration to the Sole Arbitrator appointed by the Chief General Manager/ M.D. & C.E.O. and who will be an officer not less than the rank of Deputy General Manager of SBI/SBIIMS . If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager /M.D. & C.E.O. of the SBIIMS Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager/M.D. & C.E.O. of the SBIIMS as aforesaid should act as arbitrator.

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

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

### **37.0 Water Supply (Not Applicable)**

### **38.0 Power supply**

The contractor shall make his own arrangements for power and supply/distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost

of running and maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges required for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approvals from the appropriate authorities, if required.

### **39.0 Treasure Trove etc.**

Any treasure trove, coin or object antique which may be found on the site shall be the property of SBI and shall be handed over to the SBIIMS immediately.



#### **40.0 Method of Measurement**

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

#### **41.0 Maintenance of Registers**

The contractor shall maintain the following registers as per the enclosed format at site of work and should produce the same for inspection of SBIIMS ./ SBI/Architect/Consultant whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Government from time to time.

#### **Force Majeure**

Neither contractor nor SBIIMS shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

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

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

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


#### **Local Laws, Acts, Regulations**

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

- i) Minimum Wages Act, 1948 (Amended)
- ii) Payment of Wages Act 1936 (Amended)





- 
- iii) Workmen"s Compensation Act 1923 (Amended)
  - iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971(Amended)
  - v) Apprentice Act 1961 (Amended)
  - vi) Industrial Employment (Standing Order) Act 1946 (Amended)
  - vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
  - viii) Employees" Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
  - ix) Shop and Establishment Act
  - ix) Any other Act or enactment relating thereto and rules framed there under from time to time.

#### **44.0 SAFETY CODE:**

Safety as per annexure given should be followed.

#### **45.0 Accidents**

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Architect/Consultant. The contractor shall also report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.



### **TECHNICAL / SPECIAL CONDITIONS OF CONTRACT:**

- i) In case of any discrepancy between the provisions of this section and provisions of other section of tender documents, the provisions of this section shall prevail.
- ii) All the equipment provided under this contract shall be complete with power cables. The Equipment shall operate on 230 volts, 50 Hz single phase AC power supply and the power cables shall be fitted with 3 pin, 5A (OR) 15A plug tops complying with Indian Electrical standards.
- iii) The equipment are to be supplied under this contract shall be the industry proven products and not the R&D models. The equipment shall confirm to the requirements of relevant Indian & International Standards.
- iv) All the components of the main system shall be from the same Original Equipment Manufacturer (OEM). Assembled product of different makes or refurbished products shall not be accepted.
- v) The System Integrator (SI, also referred as Bidder or AVC in this document) should ensure that products / technologies /services quoted under this project are not declared end of life by the respective OEM and also ensure that End-of-Life of the proposed product is not earlier than one year from the OBD of the project.
- vi) The SI should ensure that the spares and upgrades for the product shall be available at Least for FIVE years from the date of OBD.
- vii) During warranty period replacement of defective components or sub -components shall be replaced by the brand new spare parts bearing the same OEM part number Only under exceptional circumstances of non-availability of spare of the same part number the compatible spare having different OEM part number may be accepted. However, in such cases the spare part to be supplied against the defective part shall be brand new and shall bear part number from the OEM.
- viii) The BOQ estimated by SBIIMS is not exhaustive. Any additional items / components as required for the successful completion of the work under taken may be assessed by the party and the same may be incorporated in the offer. The BOQ as assessed by the party as above should be clearly indicated in the offer. Even at the time of execution, if any additional items / components are required to complete the system, notwithstanding the BOQ as identified by the party as above, the same shall be provided free of cost by the SI (System Integrator).
- ix) Only such bidders who have quoted their prices for the complete scope in all respect shall be considered for evaluation.

### **Scope of Work:**



- i) Supply, transportation, loading and unloading, Transit Insurance, Delivery at site, Installation, Cabling, Testing, Commissioning, Documentation, Warranty and Service support of all the components supplied under this contract including Audio, Video, Software, Systems & various components as per Technical Specifications and Bill of Quantities attached to the bidding document.
- ii) IT related system, if any, provided for operation with AV equipment (e.g. Video Production equipment / software etc.), the same should be provided with Pre installed OS Software with latest service pack with original DVD Media, license and installation/activation keys. This Operating System DVD shall be used for installation of the OS in case of software corruption, hard disk replacement etc. Additional software, if any, supplied should be provided with media.
- iii) Recovery / Reinstallation DVD containing software device drivers etc. for a II AV equipment including but not limited to Video Production Systems, Touch Panel and Control Software Program etc. shall be provided.
- iv) To the extent possible molded AV cables should be used with the AV equipment. In case AV connectivity cables are crimped, the cables and connectors shall be of unsoldered type.

#### **Vendor's Responsibility:**

- i) Supply and installation of all the hardware and software items as per the scope of work and detailed technical specifications. All these equipment/ accessories will be warranted and must operate at OR above the guaranteed values with regard to availability.
- ii) The system spare parts, as and when required and complete maintenance support of the system in future shall be back to back guaranteed from OEM for a period of 01 Years from the date of successful taking over of the complete project by the owner from the SI.
- iii) One copy of Hardware and Software documentation shall be provided along with the supply of equipment. The vendor shall provide services as detailed in this specification.
- iv) The vendor shall arrange for all tools, tackles, testing instruments etc., as required during all operations such as transportations, installation, testing and commissioning etc., for completing the scope of work as per this specification. These tools and tackles and testing instruments etc., shall be allowed to be taken back by the vendor. The vendor shall undertake all testing and commissioning activities and shall provide assistance during inspection and acceptance testing by the owner.
- v) Vendor shall provide all required equipment and services, whether explicitly mentioned in these specifications or not, to fulfil the intent of the specification and to ensure completeness, operability and maintainability of the system at no extra cost to the owner.
- vi) Vendor shall furnish the part Number/ Product identification Number for all products as provided by the original manufacturer.



- vii) Vendor shall provide a clear and explicit activity wise action plan and schedule of completion of the above work.
- viii) Vendor shall provide a detailed list of Project Manager, Site Engineer, and Technician etc., who are intended to be assigned for commissioning of the subject project, clearly mentioning the detail of their work experience, certifications and other skills. This shall be subject to approval by Engineer In-charge.
- ix) Vendor shall ensure that the manpower is technically competent and must possess requisite certifications from various OEMs as required. SBI shall have discretion of accepting or rejecting the manpower proposed.
- x) During the execution phase, any changes in the manpower deployment at site should be notified in writing to the Engineer In-Charge with the details of the new person assigned for the task, and approval for the same to be sought from project in charge

**Bid Data:**

- i) The Bidder must furnish complete information asked in this specification. Bidder has to quote for the total scope of supply and other works. Amongst other things, the Bidder must supply the details / specifications regarding the following items along with his bid.
- ii) Hardware: Comprehensive write-up on features of H/W Systems under AV Package.
- iii) Software: Comprehensive write-up on features of software including but not limited to control panel software, Video Production Software, Class room management Software, Video encoding Software.
- iv) Site Preparation, Supervision and Installation.
- v) Special requirements, if any, of operating parameters like the range of temperature, humidity, dust level and power requirement.
- vi) Printed Brochures / Pamphlet / Leaflet illustrating Technical details / specifications etc. for all the items / materials quoted should be enclosed with bid.
- vii) The Bidder must address all the above aspects in the same order and must indicate very specifically any deviation taken by him on account of make / configuration / technical and other particulars in a separate schedule included in the bid documents. Unless specifically brought out in the specific schedule as mentioned above, the bid shall be
- viii) deemed to be in line with the technical and other particulars mentioned in the tender specifications.



### **Site Preparation, Supervision and Installation:**

It shall be the responsibility of the vendor to supervise the site preparation by the owner to ensure that the site is prepared as per his requirements such as environmental conditions, power requirements etc. The vendor shall ensure that his system operates efficiently under these conditions.

- i) The vendor shall furnish along with his offer a list of facilities and other necessities required by him, if any, for site preparation etc. The vendor shall be fully responsible for installation and commissioning of the equipment including cabling related to installed equipment (except power cables) and other related activities such as unpacking, uncarting, inspection etc. for which the owner shall provide the required space at his premises, the vendor will have to arrange by himself all testing equipment and tools required for maintenance and make his own transport arrangements.
- ii) The vendor shall furnish schematic drawings, signal flow diagrams with cable details, color coding and numbering of the cables.
- iii) Final version of the Schematic drawings after execution shall be submitted as "As Built" Drawings and duly approved by Engineer -In-Charge / consultant.
- iv) Detailed shop drawings for all the equipment to be flushed on the table / lectern / related furniture to be provided before starting the execution to the Engineer-In-charge / consultant, since it carries dependency on the other vendors on the site.

### **Testing & Acceptance by SBI:**

- i) All the items supplied under this contract shall be verified by SBI/SBIIMS to confirm that all the hardware supplied matches to the specifications, and all the equipment are in good, working condition and are free from any physical defects / damages, till the time of site handover.
- ii) Any other test(s), as SBI may deem fit, so as to confirm the performance or to establish the technical specifications of either individual hardware item or for the integrated operation of network, shall be done by Supplier at the Site. Should the results of these tests show any deficiency from the corresponding specifications or operation is not up to the desired level of performance, Supplier shall do the necessary replacement so as to make the Hardware items to function at the desired level of performance. All costs for such replacements shall be borne by Supplier.
- iii) After satisfactory completion of acceptance tests and installation of the equipment / systems / software by the Vendor, the acceptance certificate will be issued by the SBI in writing after which the Equipment shall be handed over to SBI.
- iv) Acceptance or waiver of tests will not relieve the Vendor from the responsibility to furnish material in accordance with the specifications.



- v) SBI also reserves the right to conduct any testing / benchmarking of previously approved materials at any stage before taking over of the system and if the same reveal noncompliance to the specifications, the Vendor shall take necessary action so that the material / system / software conforms to the specifications to the satisfaction of the Engineer In-Charge.

**Warranty:**

- i) Vendor shall provide on-site comprehensive back to back warranty from OEM for trouble free operation of hardware, software and Licenses (if any), supplied under this contract, for a minimum period of Three (03) years after commissioning and successful testing and taking over of the project . Further, comprehensive annual maintenance (CAMC) of min. 2 years on expiry of warranty period. Documentary proof from OEM confirming 03 years On-site comprehensive warranty should be submitted at the time of handing over. During this period, it will be the responsibility of the vendor to maintain and support the hardware and software fully and ensure availability of the same.
- ii) Warranty to be provided for 03 years & to be mentioned in the letterhead by OEM
- iii) The payment of CAMC cost will be made yearly i.e at the end of the 4<sup>th</sup> year & 5<sup>th</sup> year in arrears.
- iv) The detailed scope of services to be provided by vendor during Warranty period, shall include but not limited to the following:
- v) Vendor shall provide comprehensive maintenance support for satisfactory performance of all Hardware supplied under this contract, Projectors including support for Lamps for 01 Year of Operation.
- vi) In case of any failure/non-operation of above items the same shall be attended by the vendor within 24 hours of lodging the complaint by SBI/SBIIMS, excluding intervening holidays. A call report sheet giving the details of problem attended, duly signed by the concerned end user shall be maintained.
- vii) The vendor shall arrange for standby equipment, if the faulty equipment is not rectified within FIVE (05) working days or items are taken out of SBI premises for servicing/repair. Mechanical breakages and any consumables are not covered in the warranty.
- viii) Vendor should also provide details of appropriate Escalation Matrix in case of non - satisfactory service support.
- ix) The Vendor shall be responsible for providing, free of cost, all supplies, spares and services (including labour) necessary for maintenance during warranty.



### Site Visit:

- The bidders are strongly advised to visit and examine the site and to obtain himself, on his own responsibility, all information, such as the architectural and interior drawings, that may be necessary for preparing the Bid and entering into a Contract. The expenditures of visiting the sites shall be at bidders own expenses.
- The bidders should do necessary environmental survey for cabling, containments (conduiting and raceways) and towards RF implementation (using specific analysers meant for wireless microphone system installation across the facility).

### Scope for Installation, Testing, Commissioning and Handing over of the Project

- “The BOQ estimated by SBI is not exhaustive. Any additional items / components as required for the successful completion of the work under taken may be assessed by the bidder and the same may be incorporated in the offer. The BOQ as assessed by the bidder as above should be clearly indicated in the offer. Even a t the time of execution, if any additional items / components are required to complete the system, notwithstanding the BOQ as identified by the party as above, the same shall be provided free of cost by the bidder”.*
- The scope of work comprises Installation, Testing, Commissioning and Handing over of the supplied equipment under this project. The bidder shall provide a comprehensive integrated turnkey solution. Any minor Electrical works, civil interior work for false ceiling, and flooring and minor carpentry work relating to the installation of the equipment supplied under this project shall be in the scope of the SI. The bidders shall quote for a total integrated turnkey solution covering all the above.
- The bidder shall supply and install all required connectors, cables, etc. as well as the programming necessary to complete the installation of the project.
- Installation & Commissioning inter alia including Supply, laying with suitable protection, termination / fixing of cables, connectors, lugs and other items, not specifically even mentioned in the Technical Specification, BOQ and is required to successfully complete the project shall be provided free of cost by the bidder.







### **SLA TERMS & CONDITIONS (FOR CAMC SUPPORT):**

1. During the term of the contract, the BIDDER will maintain the equipment in perfect order and working condition and for this purpose will provide the following repairs and maintenance services:

- a) Professionally qualified personnel who have expertise in the hardware and system software installed will provide these services.
- b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair / replace worn out or defective parts (including plastic parts and lens) of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the Bidder personnel are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the Bidder shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the Bidder shall keep sufficient stock of spares at the premises of The Bidder.
- c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Bidder's maintenance engineers to report to the installations after a request portal / call / fax / e-mail is made or letter is written) shall not exceed 2 hours.
- d) The BIDDER shall ensure that faults and failures intimated by Bank as above are set right within 4 (four) hours of being informed of the same. In any case of replacement of parts, the equipment should be made workable and available not later than 24 hours.
- e) However replacement with new equipment shall be carried out within 7 days from date of intimation of fault / failure.



h) In the event of the equipment not being repaired or a workable solution not provided during AMC period, a penalty, per working day or part thereof for the delay, will be charged at the rate mentioned below, subject to maximum amount of ten (10 ) per cent of the total



consideration. The bidder may provide temporary equivalent replacement as a workable solution to avoid the penalty.

- For VC end-point – Rs.1,000/- per day
  - For control processor – Rs 1,500/- per day
  - For displays – Rs 2,000/- per day
  - For matrix switcher/router – Rs 2,000/- per day
  - For audio DSP – Rs 1,000/- per day
- j) The BIDDER shall ensure that the meantime between failures (MTBF) (including any malfunctioning, breakdown or fault) in the equipment or any part thereof as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- k) **Preventive maintenance:** the BIDDER shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15days of the award of contract and once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the BIDDER recognizes Bank"s operational needs and agrees that Bank shall have the right to require the BIDDER to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- l) Qualified maintenance personnel totally familiar with the equipment shall perform all repairs and maintenance service to be provided in terms of the contract.
- m)The Bank shall maintain a register at its site in which, the Bank"s operator /supervisor shall record each event of failure and / of malfunction of the equipment. The bidder personnel engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the bidder personnel shall make, effect in duplicate, a field call report



which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.

- n) The bidder shall provide replacement equipment if any equipment is out of the premises for repairs.
2. The Bidder warrants that any new products supplied under the Contract are new, unused, of the most recent or current model. The Bidder further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Bidder that may develop under normal use of the supplied products in the conditions prevailing in India.
  3. Subsequent to the order being placed by the Bank, in the event of bidder or the concerned OEM being taken/ brought over by another company, all the obligations and execution of responsibilities under the agreement with Bank should be passed on for compliance by the new company in the negotiation for their transfer.
  4. Any worn or defective parts withdrawn from the equipment and replaced by the BIDDER shall become the property of the BIDDER and the parts replacing the withdrawn parts shall become the property of Bank.
  5. The BIDDER's maintenance personnel shall be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
  6. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.
  7. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.



8. If, in any month, the BIDDER does not fulfil the provisions of clauses 1(b), (c),(d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the BIDDER was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the BIDDER shall refund the amount forthwith to Bank on demand by Bank.

9. On account of any negligence, commission or omission by the bidder personnel, and if any loss or damage caused to the Equipment, the BIDDER shall indemnify/pay/reimburse the loss suffered by the BANK.

#### **10. Future additions of Hardware / Software:**

10.1 The Bank would have the right to:

a) Disconnect / connect / substitute equipment or devices or any equipment /software acquired from another bidder.

b) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the bidder, or another bidder, or developed in -house, provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the BIDDER cost of performing repair and maintenance services.

10.2 The AMC terms would not be considered as violated if any of (a) or (b) above takes place. Should there be a fault in the operations of the system, the bidder, would not unreasonably assume that the causes lie with those components / software not acquired from them.

10.3 The bidder shall facilitate up-gradation of operation system of servers, increase storage/RAM to make it compatible to upgraded OS. **Cost of this hardware shall be borne by the Bank.**

#### **11. SUBCONTRACTING:**

11.1 The BIDDER will not subcontract or permit anyone other than the BIDDER personnel to perform any of the work, services or other performance required of the BIDDER under this agreement without the prior written consent of the Bank.

#### **12. CONFIDENTIALITY:**

12.1 The BIDDER acknowledges that all material and information which has and will come into its



possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The BIDDER agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the BIDDER, the bank shall be indemnified. The BIDDER agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

12.2 The BIDDER/Bank will treat as confidential all data and information about the BIDDER/Bank/Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

### **SLA Terms & Conditions**

a) The BIDDER shall rectify any defects, faults and failures in the equipment and shall repair and replace worn out or defective parts including all plastic parts/lenses of the equipment during local working hours i.e. from 10.00 a.m. to 6.00 p.m. on weekdays and from 10.00a.m.to 4.00 p.m. on Saturdays (other than bank holidays). However, the engineer will have to work on holidays and after office hours, if necessary.

b) The BIDDER shall provide repair and maintenance service, in response to oral, including telephone notice by Bank, within 2 hours (excluding intervening Sundays and Bank holidays) after such intimation during the hours set forth in clause (a) above.

c) The BIDDER shall ensure that faults and failures intimated by Bank as above are set right within 4 hours of being informed of the same.

d) The BIDDER shall ensure that the full configuration of the equipment is available to Bank in proper working condition for minimum 99.5% of the time on a monthly basis.

e) Preventive Maintenance: The BIDDER shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repairing of the equipment) once within the first 15



days of the commencement of the maintenance period and once within the first fifteen days of every subsequent month during the currency of this Agreement on a day and time to be mutually agreed upon.

Notwithstanding the foregoing, the BIDDER recognizes Bank's operational needs and agrees that Bank shall have the right to require the BIDDER to adjourn preventive Maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

f) All engineering changes generally adopted hereafter by the BIDDER for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to Bank.

g) All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the equipment.

h) The Bank shall maintain a register at its site in which, the Bank's operator/supervisor shall record each event of failure and/or malfunction of the Equipment. The BIDDER's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the BIDDER's engineer shall make, effect in duplicate, a Field Call Report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the Field Call Report shall be handed over to the Bank's official.

2. The equipment shall not be shifted to an alternate site and installed thereat during the currency of this Agreement without prior written notice to the BIDDER. However, if Bank desires to shift the equipment to a new site and install it thereat urgently, the BIDDER shall be informed the same immediately. Bank shall bear the charges for such shifting and reinstallation and the BIDDER shall provide necessary assistance to Bank in doing so.

3. If, in any month, the BIDDER does not fulfil the provisions of clauses 1(a), (b), (c) and (d) only the proportionate maintenance charges for that month will not be considered payable by Bank without prejudice to the right of the bank to terminate the contract. In such event the BIDDER will adjust the amount towards the proportionate maintenance charges for that month to Bank against future payments if due or refund the amount forthwith to the Bank on demand by the Bank within one month days from receipt of demand.



## **DESIGN INTENT / DESIGN BASIS REPORT**

### **1. Design highlights**

We have identified the following drivers to our design which add up to make the overall design philosophy of the project –

- a. Connect all the rooms with AV system on common but private network. None of the AV services (except for Video Conferencing and Telephony) will have an interface with client's network.
- b. Consider latest/bleeding technologies from industry pioneers (avoid proprietary product and solutions)
- c. Future proof: Plan and design for more bandwidth, more processing and scalability
- d. Connectivity for this area will be through wireless presentation gateways and wired connections.
- e. Consistent user experience (user interface, technology front-end etc.)
- f. Simple in design, execution and operation
- g. Appropriate environment (lighting and acoustics for instance) where technology gets installed at