

TECH BID CCTV & TURNSTILE

SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD
(A Wholly Owned Subsidiary of SBI)

HEAD OFFICE :

Ground Floor, Raheja Chamber, Free press Journal Marg, Nariman Point, Mumbai 400 021

**TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF
VARIOUS SECURITY GADGETS AT VARIOUS BUILDINGS (7 BLDGS) OF SBI, GITC, CBD BELAPUR.**

**Note: EMPANELED CCTV /SECURITY VENDORS OF SBIIMS/SBI MUMBAI LHO/SBI
CORPORATE CENTRE NEED ONLY APPLY.**

THROUGH E-REVERSE AUCTION /E-TENDER

Tender ID : GIT201908054

Part I

(Technical Bid)

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

GSTIN : _____

Email : _____

Contact No : _____

Vice President & Circle Head,

SBIIMS, GITC, Circle office,

1st Floor, C wing, SBI GITC Office, Sector 11,

CBD Belapur, Navi Mumbai 400 614

headgitc.sbiims@sbi.co.in

022-27537416

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NOTICE INVITING TENDERS

TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF VARIOUS SECURITY GADGETS AT VARIOUS BUILDINGS (7 BLDGS) OF SBI, GITC,CBD BELAPUR.

SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS on behalf of State Bank of India Invites "online item rate e-Tender" for captioned work from Eligible vendors for this tender.

1.	Name of Work	TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF VARIOUS SECURITY GADGETS AT VARIOUS BUILDINGS (7 BLDGS) OF SBI, GITC,CBD BELAPUR.
2.	Time allowed for completion	60 Days
3.	Cost of Tender Documents	Rs.1000/- (Rupees One Thousand Only) (NonRefundable) in the form of Banker's Cheque/Demand Draft Issued by Any Nationalised/Scheduled Bank Favouring "SBI Infra Management Solutions Pvt. Ltd." Payable at Mumbai, which is to be submitted along with the Technical Bid in a separate envelope super scribing "Tender Fees"
4.	Earnest Money Deposit (EMD)	Rs. 8,000/- (Rupees Eight Thousand Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised/Scheduled Bank Drawn in favour of "SBI Infra Management Solutions Pvt. Ltd." Payable at Mumbai, which is to be submitted along with the Technical Bid in a separate envelope super scribing "EMD"
5	Initial Security Deposit (ISD)	2% of awarded value of work including EMD
6.	Retention Money	5 % (Including EMD+ISD)
7.	Date and Time for downloading tender documents.	Tender document is available for download from 07/08/.2019 to 28.08.2019 at Bank's website www.sbi.co.in under <Link> "procurement News"
8	Last date, time and Mode of submission of Technical Bid document along with Authorization Letter, Tender fees and EMD.	<p>The signed and stamped copy of Technical bid along with following documents in sealed envelope should reach to us on or before 28.08.2019 upto 03:00 PM</p> <ol style="list-style-type: none">1) Signed and stamped copies of complete Tender Document.2) EMD3) Tender Fees4) Authorization letter mentioning the name of the representative having Digital Certificate Signature (DSC) valid for 3 months for participation in e-tender and e-reverse auction.

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9	Address at which the Technical bid are to be submitted	The sealed envelope comprising all documents as stated above in Sr. No. 8 to be submitted to the following address and it should reach us on or before 28.08.2019 upto 03:00 PM Vice President & Circle Head SBIIMS, GITC, Circle office, 1st Floor, C wing, SBI GITC Office, Sector 11, CBD Belapur, Navi Mumbai 400 614 <u>Tenders received without any one or more document mentioned above shall be rejected and such bidders shall not be allowed to participate in online for Indicative bidding process.</u>
10	Date, Time and Place of opening of Sealed Technical Bid	Technical bid (Part-1) to be opened on 28.08.2019 @ 3.30 PM at above mentioned address.
11	Intimation to Technically Qualified bidders	Shall be communicated by e-mail on or before 30.08.2019
12	Last date, time and Mode of submission of Price Bid (Part-2) The Price Bid to be submitted online through E-tendering Process those who are qualified in Technical bid (Part-1)).	a) Price Bid Submission through Online at Service Provider M/s E-Procurement Technologies Ltd portal https://etender.sbi
13	Date & time of E-Reverse Auction	The date and Time of E Tender opening/ E-reverse auction to be intimated through mail to technically eligible bidders after technical evaluation.
14	Validity for Offer	3 (Three) Months from The Date of Opening of PriceBid
15	Commencement of Work	7 th Day from the date of receiving of Work Order
16	Defects Liability Period	12 Months (Twelve months)
17	Payments terms	Only Final Bill will be paid against the detailed bills submitted by the contractor to the SBI/SBIIMS on successful completion of the work. No advance payment shall be made.
18	Period of Honouring Payment Certificate	15 Days from the date of receipt of bill.
19	Insurance	As per Insurance clause of the Tender Document.
20	Working Schedule for Commercial Buildings	In Co-ordination with all the other agencies without disturbing the functioning of the Bank.
21	Liquidated Damages for Delay	0.5 % Per week subject to total amount of 5% of Contract Value.

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. Tenders can be downloaded from the bank's website www.sbi.co.in (link <Procurement News>). It shall be responsibility of the contractor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages may be disqualified.

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The signed copies of technical Bid documents, tender fees, authorization Letter and EMD should be submitted in sealed envelope, failing which tender will be summarily rejected.

EMD shall be converted into Retention Money for successful Contractor, whose tender is accepted.

Payments towards the above work shall be made by SBI.

SBIIMS reserves the right to increase or decrease the quantum of services, manpower 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 must execute the same at the rate quoted and no correspondence shall be entertained in this regard.

Conditional tenders are liable for rejection.

Yours faithfully,

**Vice President and Circle Head
SBIIMS, GITC Circle Office, CBD Belapur**

LETTER OF UNDERTAKING

To,

The MD & CEO,
SBI Infra Management Solutions Pvt. Ltd,
Head Office, Ground Floor,
Raheja Chamber, Free press Journal Marg, Nariman Point,
Mumbai 400 021.

Dear Sir,

Having examined the drawings, specification, design and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of work	TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF VARIOUS SECURITY GADGETS AT VARIOUS BUILDINGS (7 BLDGS) OF SBI, GITC,CBD BELAPUR.
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(b)	Earnest Money	Rs.8,000/- (Rupees Eight Thousand only) by means of Demand Draft / Banker's Cheque from any scheduled Nationalized Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.
(c)	Time allowed for completion of the Works from Seven day after the date of written Order or date of handing over of the site (Whichever is later) to commence the work	60 Days

- 1) Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as may be applicable or in default thereof to forfeit and pay to SBIIM, the amount mentioned in the said contract.
- 2) I / We have deposited a sum of **Rs.8,000/- (Rupees Eight Thousand only)** of the total tender amount as Earnest Money with the SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI.
- 3) I/ We have read and understood various clauses of this tender and hereby submit our specific undertaking and concurrence in terms clause 6.2 of "Instruction to tenderer" to deposit Additional *Security Deposit (ASD)* of required amount as provided for in this tender and within the stipulated period, in case, my/our tender is found too low (i.e. beyond 10% of the estimated cost), as a performance guarantee for due fulfilment of our contractual obligation for the project.
Further, under any circumstances, whatsoever, if I/We fail to comply the same including compliance of any such other conditions of tender within the stipulated time. I /We hereby, authorized SBIIMS to cancel my/our tender, to forfeit my EMD/ISD/ASD and to take further necessary action as deemed fit including debarring our firm from participating in SBIIMS future tenders/depanelling etc.
- 4) I/ We understand that as per terms of this tender, the SBIIMS may consider accepting our tender in part or whole or may entrust the various work proposed in phases. We, therefore, undertake that we shall not raise any claim/ compensation in the eventuality of Bank/SBIIMS deciding to drop any of the work from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within stipulated time limit without any extra claim for price escalation as also provided for in the clause 11.1.6 "Instructions to Tenderers" of this tender.
- 5) I/ We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period including authorized extended contract period, if any.
- 6) I/ We hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers within seven days of intimation of the same by the SBIIMS/Bank.
- 7) Our Bankers are :
 - i)
 - ii)

The names of partners of our firm are:

 - i)
 - ii)

Authorised to sign

Or

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(Name of person having Power of

Attorney to sign the Contract. (Certified true copy

of the Power of Attorney should be

attached)

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

ii)

PREQUALIFICATION CRITERIA: -

Note: EMPANELED CCTV /SECURITY VENDORS OF SBIIMS/SBI MUMBAI LHO/SBI CORPORATE CENTRE NEED ONLY APPLY.

MINIMUM ELIGIBILITY CRITERIA (Mandatory)

Minimum Eligibility Criteria for TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF VARIOUS SECURITY GADGETS AT VARIOUS BUILDINGS (7 BLDGS) OF SBI, GITC,CBD BELAPUR is given as under.

1. The bidder must be registered in India and must have track record necessary to provide comprehensive package for the project & not quote for individual items of their choice.
2. If the bidder is not manufacturer of products quoted, then they should submit a tender-specific Authorization letter from the Original Equipment Manufacturer (OEM)
3. Annual Turnover of the bidder should be **Rs. 2.4 Lakhs** or more in every financial year in last 3 financial years ending March-2018. Bidders should submit the Audited Balance Sheet for last three financial years.
4. Bidders should submit the Audited Profit and Loss statement/CA certificate for last three financial years.
5. The bidder should have its own office and service personnel on its payroll posted in Mumbai,Navi Mumbai,Thane or Pune. Office address to be specified.
6. Bidder should submit clause to clause compliance on tender specs on their OEM letter head duly stamped & signed by authorised rep. Technical compliance by bidder will not be accepted.
7. Bidder should not be blacklisted from any organisations for the poor executions done at site undertaking should be provided by bidder.
8. Bidder/ OEM should have experience of having successfully completed similar work as per below options, Bidders shall submit purchase order copy & installation report as proof of compliance.

Three similar completed works of Rs 3.2 Lakhs each

Or

Two similar completed works of Rs 4 Lakhs each

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Or

One similar completed work of Rs6.4 lakhs

Similar works refers to works done under Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. or PSU/Autonomous Body or under Limited Company of National/International repute (Comprehensive work for installation of CCTV and Security Gadgets etc) during last 7 years ending 31.03.2019.

Note: The Bidder shall furnish relevant documentation supporting the above eligibility/ qualification criteria. In case of non-compliance to any of the eligibility criteria mentioned above on or before the last date, the Bidder shall be liable to be disqualified without any notice Bidders should avoid enclosing additional / irrelevant document with respect to their eligibility.

SAMPLE BUISNESS RULE DOCUMENT

BUISNESS RULE DOCUMENT OF ONLINE E-REVERSE AUCTION TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF VARIOUS SECURITY GADGETS AT VARIOUS BUILDINGS (7 BLDGS) OF SBI, GITC,CBD BELAPUR , NAVI MUMBAI

Business rules for E-tendering & E-Reverse Auction:

Against this Enquiry for the subject item/system with detailed scope of work as per our specification, SBIIMS PVT.LTD.ON BEHALF OF SBI may resort to "E-TENDERING & EREVERSE AUCTION PROCEDURE" i.e. ON LINE BIDDING on INTERNET.

1. All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.
2. For the proposed e-tendering, Pre qualified vendors are only **eligible to participate**.
3. SBIIMS will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
4. SBIIMS will inform the vendor in writing in case e-tendering, the details of service provider to enable them to contact and get trained.
5. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
6. Vendors have to send the mail the compliance form in the prescribed format (provided by service provider) before start of E-tendering/E-Reverse Auction. Without this the vendor will not be eligible to participate in the event.
7. E-tendering/E-Reverse Auction will be conducted on schedule date & time.
8. At the end of E-tendering/E-Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to send through email the duly signed filled-in prescribed format as provided on case-to-case basis to SBIIMS. through service provider within 24 hours of E-tendering/E-Reverse Auction without fail.
10. In case SBIIMS decides not to go for E-tendering/E-Reverse Auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBIIMS shall be opened as per SBIIMS standard practice.
11. **The E-tendering/E-Reverse Auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of E-tendering:

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SBIIMS shall finalize the Tender through e-tendering followed by E-reverse auction mode. SBIIMS has made arrangement with M/s. E Procurement Technologies Ltd who shall be SBIIMS'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 E-tendering and E-reverse auction shall be conducted by SBIIMS through M/s E Procurement Technologies Ltd 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. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back –up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of vendors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBIIMS is not responsible for such eventualities.
2. M/s E Procurement Technologies Ltd shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering and E-reverse auction. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. BID PRICE: The Bidder has to quote the rate online in the SBIIMS specified format only.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. At the end of the E-tendering, bidder has to provide the price confirmation letter & a detail break up for his lowest offer within 24 hour of closing of E-tendering as per the Annexure III & IV respectively.
7. Successful vendor shall be required to submit the final prices, quoted during the exactly in the format issued by SBIIMS/Service provider after the completion of E-tendering to SBIIMS., duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of E-tendering.
8. If no bid is received within the specified date & time, SBIIMS, at its discretion, may decide to / scrap the e-tendering process / proceed with conventional mode of tendering.
9. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s E Procurement Technologies Ltd. The Bidders are requested to change the Password after the receipt of initial Password from M/s E Procurement Technologies Ltd all bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
10. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work as per scope of work mentioned in the tender and at the quoted bid price. In case either backs out from their quote or failed to execute the work within the specified or leave the job incomplete, SBIIMS/SBI shall be free to take action against the bidder as deemed fit including forfeiting their EMD/ISD/ASD and to depanel such contractor from the panel of SBIIMS.
11. At the end of the E-tendering and followed by e-reverse auction, the decision of SBIIMS regarding award of Contract shall be final and binding to all the Bidders.
12. SBIIMS shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
13. SBIIMS, M/s E Procurement Technologies Ltd shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
14. Other terms and conditions shall be as per techno-commercial offers and other correspondences till date.
15. Bidders are required to submit their acceptance to the terms & conditions / modality (Technical bid) given above before participating in the e-tendering.
16. E-TENDERING/ E-REVERSE AUCTION WINNER: At the end of the E-tendering then followed by E-reverse auction, SBIIMS will evaluate all the bids submitted and will decide upon the winner.

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17. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS to any other party.
- SBIIMS decision on award of Contract shall be final and binding on all the Bidders.
- SBIIMS along with M/s E Procurement Technologies Ltd can decide to extend, reschedule or cancel any E-tendering.
- M/s E Procurement Technologies Ltd shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- M/s. E Procurement Technologies Ltd is not responsible for any damages, including damages that result from, but are not limited to negligence. M/s E Procurement Technologies Ltd will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

18. PROCESS TO DECIDE THE WINNER I.E. L-1 BIDDER:

- 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 competitive / 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 on line Price Bids shall be submitted by the various bidders in the following format:

S.No.	Item description	Quantity	Unit	Rate Batteries (in Rupees) ***	Per Amount (In Rupees) ***
1	Supply and Installation of SMF Batteries	2	Nos	5000.00	10,000.00

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2	Buy Back Price of Old SMF batteries	2	Nos	(-)500.00	(-) 1000.00
Total Tender amount (sum of Items 1 to 2) denoted by (A)					Rs. 9,000 (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. 8,100.00 (denoted by "B" hereinafter), the K-Factor shall be determined as under:

$$i. K = (B \div A) \text{ i.e. } (8,100 \div 9,000) = 0.9000$$

- 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	Qty	Per Batteries	Amount of Batteries quoted in Indicative Price Bid (in Rupees)***	Factor "K"	Final amount (In Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (5)x(6)
1	Supply and Installation of Batteries	2	5000.00	10,000.00	0.9000	9,000.00
2	Buy Back Price of Old Batteries	2	500.00	(-) 1000.00	0.9000	(-) 900.00
Total						8100.00

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

In case of doubt, if any, in the above process, the bidder may seek requisite clarifications during the pre-bid meeting after submitting their queries in writing within the stipulated date and time.

19. As mentioned in Clause A-8, under Business Rules for E-tendering & reverse Auction the lowest bidder shall be bound to send price confirmation (in the prescribed format typed on the Letter Head of the Bidder duly scanned) through email (followed by original hard copy) on case-to-case basis to SBIIMS through Service Provider within 24 hours of E-Reverse Auction without fail. In case of failure to do so SBIIMS shall be free to initiate action as proposed in this tender.
20. The SBIIMS may choose to conduct E-reverse auction item wise within its sole discretion to which vendor will not object. However, L1- bidder shall be decided on the lowest amount finally offered by the bidder after adjusting/ deducting Buyback price.

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21. SBIIMS shall be at liberty to cancel the E-tendering/reverse auction process at any time, before ordering, without assigning any reason and no claim for compensation on this account shall be entertained in this regard.
22. SBIIMS shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
23. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
24. Bidders are required to submit their acceptance to the terms / conditions / modalities in respect of Technical bid, Indicative Price Bid and E-reverse Auction Process mentioned above before participating in the e-tendering.
25. The successful bidders shall, within 7 days from the date of receipt of Letter of work Order from the SBIIMS., liable / have to enter into agreement in the prescribed format to conclude the contractual formalities. Unless such an agreement is entered, the bidder shall not be allowed to undertake the work. Any delay in execution of agreement on the part of Vendor, beyond above mentioned period of 14 days, without any valid reasons and acceptable to SBIIMS, will entitle the SBIIMS. to cancel the work order and forfeit EMD of the defaulting Vendor and to award the work to next lowest bidder within its sole discretion.
26. 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.
27. The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS to any other party.
28. SBIIMS decision on award of Contract shall be final and binding on all the Bidders.
29. SBIIMS along with M/s E Procurement Technologies Ltd can decide to extend, reschedule or cancel any E-tendering.
30. SBIIMS or its authorised service provider is not responsible for any damages, including damages that result from, but are not limited to negligence. M/s E Procurement Technologies Ltd will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

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

(Annexure I)

The steps involved in making the payment through **SB Collect towards Cost of Tender** are as under :-

1. The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.
2. Select "**SB Collect**" from Top Menu, that will lead to the next page:
3. "**Proceed**" will lead to the next page:
4. Select "**All India**" in "State of Corporate / Institution" & Select "**Commercial Services**" in "Type of Corporate / Institution".
5. "**Go**" will lead to the next page:
6. Select "**SBI Infra Management Solutions**" in Commercial Services Name and "**Submit**"

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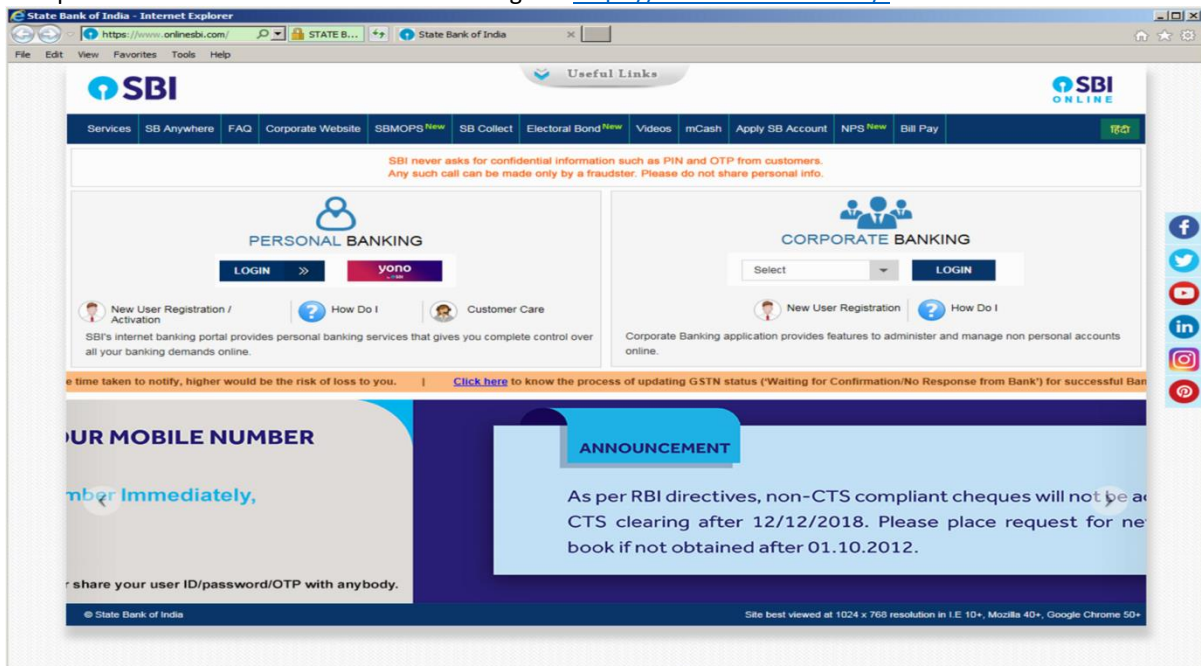
7. Select **"Tender Application Fee"** in "Payment Category" and enter the **"Tender ID"** exactly as we preloaded with characters in Uppercase only in place of Circle Codes.
8. The next Page will be ready with few of the Preloaded Tender Details:
9. The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

NOTE : Any type of vendor, whether dealing with SBI or other bank can use this SB Collect facility.

Even a contractor not dealing with any bank can use this portal and generate challan and deposit by cash in any SBI branch. The bank charges for cash deposit will be also borne by the vendor himself.

Procedure for payment of Tender Fee through SB Collect payment portal:

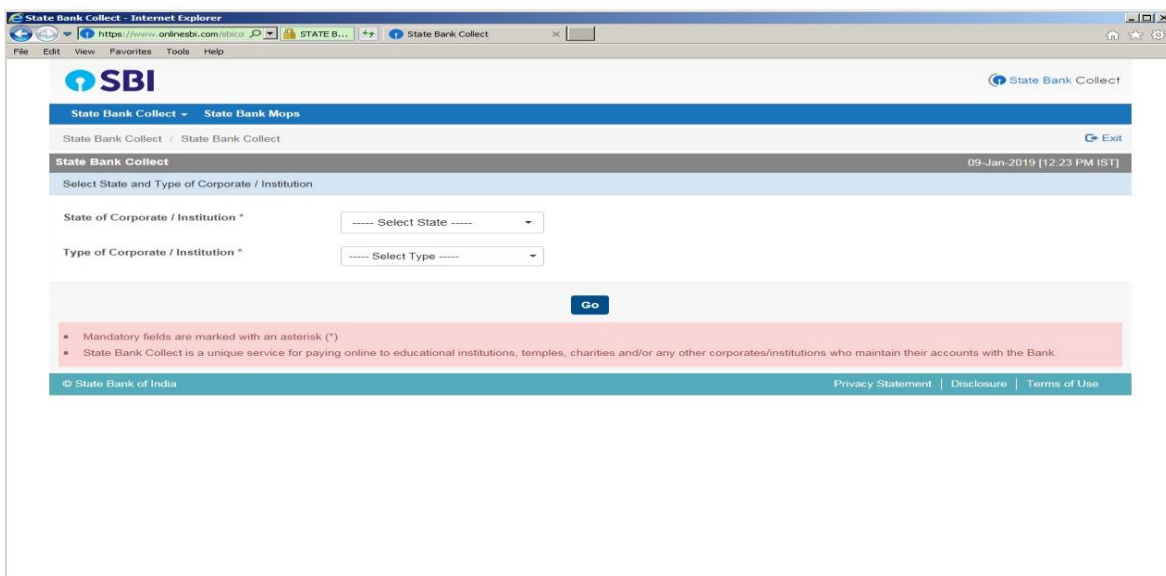
The portal link is available in SBI online banking site <https://www.onlinesbi.com/>.



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



"Proceed" will lead to the next page:



Select **"All India"** in "State of Corporate / Institution" & Select **"Commercial Services"** in "Type of Corporate /

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Institution". **"Go"** will lead to the next page:

The screenshot shows the State Bank Collect website in Internet Explorer. The browser address bar displays <https://www.onlinesbi.com/sbico>. The page header includes the SBI logo and 'State Bank Collect'. Below the header, there is a navigation bar with 'State Bank Collect' and 'State Bank Mops'. The main content area shows 'State Bank Collect' and a timestamp '09-Jan-2019 [12:25 PM IST]'. A section titled 'Select from Commercial Services' contains a dropdown menu labeled 'Commercial Services Name *' with the option '-- Select Commercial Services --'. Below the dropdown are 'Submit' and 'Back' buttons. A red message box states: 'Mandatory fields are marked with an asterisk (*)'. The footer includes '© State Bank of India', 'Privacy Statement', 'Disclosure', and 'Terms of Use'.

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

"Submit"

The screenshot shows the State Bank Collect website after selecting 'SBI Infra Management Solutions Pvt Ltd' as the commercial service. The page displays the company logo and name, along with its address: 'Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021'. Below this, a section titled 'Provide details of payment' contains a dropdown menu labeled 'Select Payment Category *' with the option '-- Select Category --'. Below the dropdown is a text input field labeled 'Enter Tender ID *'. A 'Submit' button is located below the input field. A red message box contains the following information: 'Mandatory fields are marked with an asterisk (*)', 'The payment structure document if available will contain detailed instructions about the online payment process.', and 'Date specified(if any) should be in the format of 'ddmmyyyy'. Eg., 02082008'. The footer includes '© State Bank of India', 'Privacy Statement', 'Disclosure', and 'Terms of Use'.

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:

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The screenshot shows the SBI State Bank Collect website interface. At the top, there's a navigation bar with 'State Bank Collect' and 'State Bank Mops'. Below this, a banner for 'SBI Infra Management Solutions Pvt Ltd' is displayed. The main section is titled 'Provide details of payment'. It contains a form with the following fields: 'Select Payment Category' (dropdown), 'Tender ID' (text), 'Tender Name' (text), 'Open Date' (text), 'End Date' (text), 'Amount in Rupees' (text), 'Vendor Email ID' (text), 'Vendor GST No' (text), 'Vendor Mobile No' (text), and 'Vendor Name' (text). There is a 'Remarks' section with a text area. Below the form, there's a section for '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.' This section includes fields for 'Name', 'Date Of Birth / Incorporation', 'Mobile Number', and a CAPTCHA image. At the bottom, there are 'Submit', 'Reset', and 'Back' buttons. A footer section contains a copyright notice for '© State Bank of India' and links for 'Privacy Statement', 'Disclosure', 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. Submit the printout of the Receipt, along with the Tender Application.

PROCESS COMPLIANCE STATEMENT (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,
Ahmedabad, Mr. Samjad Khan
Phone: +91-79-68136868/6805/6857
Email: samjad@auctiontiger.net

TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF VARIOUS SECURITY GADGETS AT VARIOUS BUILDINGS (7 BLDGS) OF SBI, GITC, CBD BELAPUR , NAVI MUMBAI

Dear Sir,

This has reference to the Terms & Conditions for the E-Reverse auction mentioned in the Tender document. This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the E-tendering and E-reverse auction as mentioned in RFP of SBIIMS as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering and E-reverse auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBIIMS and M/s E Procurement Technologies Ltd shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the E-tendering and Ereverse auction platform

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due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering and E-reverse auction event.

- 5) We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure III & Annexure IV within 24 hour of the completion of the e-tendering and the format as requested by SBIIMSPL/ M/s E Procurement Technologies Ltd
- 7) We, hereby confirm that we will honour the Bids placed by us during the E-tendering and E-reverse auction process.

With regards,

Date:

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on -----

PRICE CONFIRMATION LETTER (ANNEXURE III)

(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. (Auction Tiger),

Ahmedabad, Mr. Samjad Khan

Phone: +91-79-68136868/6805/6857

Email: samjad@auctiontiger.net

TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF VARIOUS SECURITY GADGETS AT VARIOUS BUILDINGS (7 BLDGS) OF SBI, GITC, CBD BELAPUR, NAVI MUMBAI

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 PVT.LTD.ON BEHALF OF SBI.

Yours sincerely,

For _____ Name:

Company:

Signature of the Contractor with seal

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Date:

Seal:

Price Break up

As per price bid of tender document

Contact Information:

M/s. e-Procurement Technologies Ltd	SBI Infra Management Solutions Pvt. Ltd.,
M/s. e-Procurement Technologies Ltd. (Auction Tiger), Ahmedabad, Mr. Samjad Khan Phone: +91-79-68136868/6805/6857 Email: samjad@auctiontiger.net	The MD & CEO, Head Office, SBI Infra Management Solutions Pvt. Ltd., Ground Floor, Raheja Chambers, Free Press Marg, Nariman Point, Mumbai- 400 021.
	Vice President SBI Infra Management Solutions Pvt. Ltd, GITC,CBD Belapur,Navi Mumbai 022 27537416 headgitc.sbiims@sbi.co.in

ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper of Rs.100/-)

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, 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 empanelled vendor of SBI, LHO, Mumbai under "CCTV supply and installation" category for Supply, Installation, Commissioning, Testing and Commissioning of TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF VARIOUS SECURITY GADGETS AT VARIOUS BUILDINGS (7 BLDGS) OF SBI, GITC,CBD BELAPUR , NAVI MUMBAI AND WHEREAS the Employer had called for tenders from empanelled vendors 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 and Commissioning of CCTV System at REVIVE REALITY BUILDING ,LOTUS PROJECT,TURBHE & TRIPOD TURNSTILE WITH DROP ARM AT GITC,CBD BELAPUR,NAVI MUMBAI as stated in the scope of work attached to the Tender Document to the Vendor.

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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 Installation of new passenger/Freight lift in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.
7. The Employer reserves to itself the right of altering the 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.
8. 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 2 months subject to nevertheless the provisions for extension of time.
9. All payments by the Employer under this Contract will be made by State Bank of India.
10. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and only the Courts in Mumbai shall have jurisdiction to determine the same.
11. 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 the Contractor with seal

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(Signature of Employer)

(Name and Designation)

In the presence of :

Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)

SIGNED AND DELIVERED by the

_____ by the
(Contractor)

(Signature of Contractors)

in the presence of :

Shri / Smt. _____

(Signature of Witness)

Address _____

TECH BID CCTV & TURNSTILE
INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work

TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF VARIOUS SECURITY GADGETS AT VARIOUS BUILDINGS (7 BLDGS) OF SBI, GITC,CBD BELAPUR , NAVI MUMBAI

1.1 Site and Its Location

The proposed work is to be carried out at TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF VARIOUS SECURITY GADGETS AT VARIOUS BUILDINGS (7 BLDGS) OF SBI, GITC,CBD BELAPUR , NAVI MUMBAI.

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) Technical Specifications

2.1 (f) Priced Bid

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

- a. Price Bid
- b. Technical Specifications
- c. General Conditions of Contract
- d. Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from www.sbi.co.in (link) <Procurement News> **It shall be responsibility of the Contractor to arrange and ensure that all pages of Technical & Financial Bid are bounded separately. Tenders in loose pages may be disqualified.**

3.0 SITE VISIT

3.1 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

4.1 The tenderers are requested to submit the Earnest Money of **Rs. 8,000/- (Rupees Eight Thousand only)** in the form of Demand Draft or Banker's Cheque in favour of SBIIMS Pvt. Ltd. drawn on any Scheduled Bank in India.

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

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4.3 No interest will be paid on the EMD.

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

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

5.0 INITIAL SECURITY DEPOSIT.

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of D/D drawn in favour of SBIIMS within a period of 15 days from the date of receipt of confirmation regarding acceptance of tender.

6.0 SECURITY DEPOSIT

6.1 Total security deposit shall be 5% 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) which includes the EMD. Balance security deposit (i.e. 5% 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. 5% of the retention money shall be paid after the defects liability period of 1 Year as specified in the contract. 50% of the total security i.e. 2.5% of the final value of work shall be paid to the contractors on the basis of Project Engineer-in-charge certify the virtual completion and its approval by SBIIMS Pvt. Ltd. The balance 50% i.e. 2.5% of final value of work would be returned to the contractors after the defects liability period as specified in the contract. The retention money will be interest free.

6.2 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.

6.3 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 **15 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 commencement of work.

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.

11.0 RATES AND PRICES

11.1 In case of item rate tender

11.1.1 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.

11.1.2 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.

11.1.3 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.

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

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

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

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBIIMS 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/SBIIMS and all these, documents taken together shall be deemed to form one contract and shall be, complementary to one another.

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

1.1.1 **‘SBI’** shall mean State Bank of India (client) a body Corporate created under SBI Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and **SBI Infra Management Solutions Pvt. Ltd.** (SBIIMS), its wholly owned subsidiary having Head Office at Raheja Chambers, Free press Journal Marg, Nariman Point Mumbai 21 and includes the client’s representatives, successors and assigns.

1.1.2 **‘Architects/Consultants’** : Deleted

1.1.3 **‘Site Engineer’** shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

1.1.4 **‘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.

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1.1.5 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.

1.1.6 '**Engineer**' shall mean the representative of the Bank / SBIIMS

1.1.7 '**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.

1.1.8 '**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 Bank / SBIIMS "Month" means calendar month.

1.1.9 "**Week**" means seven consecutive days.

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

CLAUSES:

1.0 TOTAL SECURITY DEPOSIT

Total security deposit shall be 5% of the final value of the work and comprise of:

- a) Earnest Money Deposit
- b) Initial Security Deposit
- c) Retention Money

a) Earnest Money Deposit:

The tenderer shall furnish EMD of **Rs.8,000/- (Rupees Eight Thousand only)** in the form of Demand draft or bankers cheque drawn in favour of SBIIMS PVT. LTD., on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded within 30 days after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time 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)

The amount of ISD shall be 2% of accepted value of tender including the EMD in the form of DD/FDR drawn on any scheduled Bank and shall be deposited within 15 days from the date of acceptance of tender.

ADDITIONAL SECURITY DEPOSIT / PERFORMANCE GUARANTEE

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 fulfillment of contract as performance guarantee. 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 be 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

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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.

c) **Retention Money: -**

Besides the SD as deposited by the contractor in the above said manner, the Retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. ISD plus EMD plus Retention Money shall both together not exceed 5% of the contract value. The 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the Architect/consultant. The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects, if any, in accordance with the conditions of contract including site clearance.

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. The SBIIMS at the directions of the Bank from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as SBIIMS'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 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 SBI.

5.0 Ownership of drawings

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

6.0 Detailed drawings and instructions

The SBIIMS 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 shall be for the use of SBIIMS.

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, 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.

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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 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 and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBIIMS /SBI except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance Commission.

14.0 Assignment and subletting

The whole of work included in the contract shall be executed 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's instructions and shall be subject from time to time to such tests as the SBIIMS may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory.

The 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 Calliper & Micrometer so any measurements/ tests can be taken on sites itself.

(i) 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.

(ii) 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.

(iii) 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 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 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 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 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 shall vitiate the contract.

In case the SBIIMS /SBI 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,

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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.

21.0 Valuation of Variations

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

- a) 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.
- b) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- c) 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.
- d) 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.
- e) 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.
- f) 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. **23.0 Virtual Completion Certificate (VCC).** On successful completion of entire works covered by the contract to the full satisfaction of the SBIIMS/SBI, the 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

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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 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.

25.0 Insurance of Works

25.1 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 the policy of insurance and the receipts for payment of the current premiums.

25.2 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.

25.3 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.

25.4 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 in this behalf.

25.5 Third Party Insurance

25.5.1 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.

25.5.2 Minimum Amount of Third Party Insurance

Such insurance shall be affected 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 the policy or policies of insurance cover and receipts for payment of the current premiums.

25.6 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.

25.7 Accident or Injury to Workmen

25.7.1 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.

25.7.2 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 subcontractor 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.

25.7.3 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

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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.

25.7.4 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 settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the 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 **7 days** from the date of receipt of Letter of Acceptance 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 month from the date of commencement. If required in the contract or as directed by the SBIIMS, 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 SBIIMS, the work be delayed for reasons beyond the control of the contractor, the SBIIMS 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. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the SBIIMS / SBI 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, 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. 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

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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 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 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.

32.0 Suspension of work

- i) The contractor shall, on receipt of the order in writing of the SBIIMS/SBI (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.

33.0 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 SBIIMS 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 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.

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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 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.

34.0 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 Bank / SBIIMS that the said materials were condemned and rejected by the Bank / SBIIMS under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the 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 way 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

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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.

35.0 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 endeavor 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.

36.0 Settlement of Disputes and Arbitration

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

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the C.O.O. SBIIMS., Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the C.O.O. SBIIMS PVT. Ltd., Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the C.O.O. SBIIMS PVT. Ltd. ,Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai in the manner and within the time aforesaid.
- ii) C.O.O. SBIIMS Pvt. Ltd., Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai 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 C.O.O. SBIIMS, Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai submit his claims to the conciliating authority namely the M.D.&C.E.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 DGM & C.O.O. SBIIMS, Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai.
- 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 Dy. General Manager & Chief

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Engineer of the SBI for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the SBI shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager and who will be Dy. General Manager & Chief Engineer. It will also be no objection to any such appointment that the Arbitrator so appointed is a SBI Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as SBI Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator from SBI shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- v) 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.
- vi) It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator.
- vii) The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a SBI Officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

37.0 Water Supply

The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

- i) That the water used by the Contractor shall be fit for construction purpose to the satisfaction of the SBIIMS.
- ii) The Contractor shall make alternative arrangements for the supply of water if the arrangements made by the Contractor for procurement of water in the opinion of the SBIIMS is unsatisfactory.

37.1 The Contractor shall construct temporary well/tube well in SBI land for taking water for construction purposes only after obtaining permission in writing from the SBI. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from the local authorities, if required at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the SBI without any compensation as directed by the SBIIMS.

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 whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Government from time to time.

42.0 Force Majeure

42.1 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.

42.2 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.

42.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the 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.

42.4 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.

43.0 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.

46.0 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS FOR CCTV INSTALLATION WORK:

46.1 SCOPE OF WORK:

The CCTV Contractor's scope of work covers the following:

Supply: Shall Supply all the material specified in the Bill of Quantity(BOQ) for the successful execution of the work to the delivery location at GITC,CBD BELAPUR,NAVI MUMBAI

- a. **Install:** Shall install and connect all cameras and infrastructure as per the Bank's requirement.
- b. **Testing:** Shall test the connectivity and display of all cameras upto the Bank's Satisfaction.
- c. **Commissioning:** Shall commission the setup as per the Bank's requirement.
- d. The work should be completed within **one month** from the date of commencement of work.
- e. The Installation should happen during and after office hours and during holidays without creating any disturbance to the occupants.
- f. Necessary security permissions need to be taken from the security department.
- g. As part of the execution of the above work the vendor should clear the debris then and there. If it is not done, the Bank will arrange for removal and recover the cost from the Bidder.
- h. The Vendor should arrange with his own labour to put in place any furniture/ workstations/chairs or any other item which was disturbed/moved for executing the above contract.
- i. The technicians engaged by the bidder shall be well mannered. The vendor is responsible for the conduct of the technicians inside Bank's premises.
- j. The cable laying in the Bank's premises shall be through the ducts, pipes etc. No road cutting, grooves in the walls, floors will be permitted. Any damages to the Bank's property on account of the above will be suitably recovered from the bills of the vendor.
- k. (I) The cables/wires shall be laid through conduits/existing cable tray and fixed in ceiling or wall saddle at minimum 450 mm centre to centre or as directed.
- l. The rate quoted by L1 vender through e-reverse auction shall be valid for one year.
- m. **Warranty:**
 - i) Onsite comprehensive warranty for all the components including free replacement of spares, parts, kits during Defect Liability period of 12 Months from the date of virtual completion.
 - ii) On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. during Defect Liability period of 12 Months from the date of virtual completion.
 - iii) The contractor shall ensure that faults and failures intimated by Bank as above are set right within 24 hrs from the time of lodging of complaint during DLP period of One year. In any case the equipment should be made workable and available not later than the Next Business Day.
 - iv) The time period for attending the complaint shall be reckoned from the complaint commencing from 1st call on mobile or the time of 1st e-mail sent to the service centre/vendor/contractor/supplier in this regard.

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- v) In case of failure in providing service within the above time frame, Bank/SBIIMS has the discretion/reserves the right to impose downtime penalty as mentioned under:
- 1-7 days excluding date of Lodgement of complaint: 300/- per day
 - From 8th day to 30 days: 500/- per day
- The penalty amount will be recovered from the Security Deposit lying with our Office, as the case may be.

O) The contractor/supplier will have to provide separate Service Engineer support priority. The list of such engineers along with the **address and phone numbers of service centres list should be submitted with the tender.** In addition to above, at the time of installation of CCTV, the concerned employees operating the CCTV in the office must be imparted training at free of cost by the service engineer.

SAFETY CODE

SAFETY MEASURES AT SITE:

1. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
2. First Aid Box should be kept at site with all requisite materials.
3. No one should be allowed to inspect / work at a height without Safety Belt.
4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
5. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
6. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.
8. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder upto and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.
9. Adequate precautions shall be taken to prevent danger from electrical equipment. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.
10. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides

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collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

11. Before any demolition work is commenced and also during the process of the work:-

- a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected;
- b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.
- d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- f) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
- g) Those engaged in welding works shall be provided with Welder's protective eye-shields.
- h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- i) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

12. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions:-

- a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.
- d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
- e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- f) Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.

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- g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, rubber footwear etc.

TECHNICAL SPECIFICATIONS.

The following specifications, technical parameters, etc, are furnished by way of basic or minimum requirement for the end result. The tenderer shall be solely responsible for the manufacturers' design/ specification, safety aspects of the entire CCTV system and related works as detailed in the tender notwithstanding the specifications furnished hereunder.

The items mentioned above shall be manufactured, tested at factory for its quality and performance. Such units shall be supplied, installed and commissioned at site.

Sr No	Parameters	Technical Specifications/Requirements	Compliance
A.	HD VARIFOCA LENS IR DOME CAMERA (As per sample approved by the Bank / SBIIMS)		
1	HD Technology	AHD, CVI, TVI	
2	Image Sensor	1/3" 720P CMOS Sensor in 1920 X 1080 resolution or better	
3	Signal System	PAL /ntsc	
4	Effective Pixels	1280 x 720 or higher	
5	Minimum Illumination	0.01 Lux @ F1.2, AGC ON, 0 Lux with IR	
6	Video Output	720P or higher @ 25 fps	
7	Display Resolution	720P or higher @ 25 fps	
8	Recording Resolution	720P or higher @ 25 fps	
9	Frame Rate	50Hz: 720p or higher @ 25fps	
10	SNR	≥52db (AGC OFF)	
11	Sync System	Internal	
12	White Balance	Automatic	
13	Day & Night	Automatic	
14	Shutter	Automatic	
15	Auto Gain Control	Automatic	
16	Noise Reduction	2D NR	
17	IR Range	≥ 20 mtr	
18	Lens	2.8 – 12 mm (manual)	
19	WDR	DWDR (ON / OFF)	
20	Input Voltage	DC12V ± 10%	

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21	IP rating	IK 10 (Vandal Proof)	
22	Operation temperature	0 degree or 50 degree centigrade	
23	Storage Humidity	90% or less	
24	Certification	CE and UL of FCC	
25	Acceptable Make	SAMSUNG / SONY / HONEY WELL/ DAHU / HIKVISION	
D	UNARMoured VIDEO CABLE - (RG – 6)		
1	Category	Coaxial RG 59	
2	Type	Unarmoured	
3	Capacitance	53 + / - 3 Ohms	
4	DC resistance inner conductor	8.5 Ohms / KM	
5	Di – electric strength	10 KVA AC Mains	
6	Di electric material	Polythene (PE), 7.1 mm dia	
7	Insulation resistance	50 M Ohms / KM	
8	Nominal Impedance	75 Ohms	
9	Minimum bending radius	55 mm	
	Acceptable Make	Finolex / Incab / Polycab or equivalent	
E	CAT 6 FLEXIBLE COPPER CABLE		
	Acceptable Make	D-link / AMP / Systimax or equivalent	
F	PVC INSULATED UNARMoured POWER CABLE		
1	Category	2 Core Power cable	
2	Type	2 Core 0.75 sq. mm copper	
3	Acceptable quality	ISI Marked (IS – 694, 1990)	
	Acceptable Make	Finolex / RR Kable / Polycab / Havells or equivalent	
G	PVC Conduits for cabling:		
1	Specification	Is – 9537 – 1983; Internal Dia 20 “+, -,” 1 mm, Wall Thickness – 4.2 ~ 5 mm	
2	Acceptable Quality	ISI Marked.	
3	Grade	Medium	
	Acceptable Make	Precision / Diamond / Prince or equivalent	
H	POWER SUPPLY:		
1	Power supply	12V DC 10 Amps	

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2	Input	100 VAC to 300 VAC,	
3	Voltage variation	11V to 15V	
4	Current limit	10.5 Amps	
5	Circuit	Constant current constant voltage (CCCV Circuit)	
H	6 U Wall Rack		
	6U Wall Mount	For CCTV/DVR / NVR Cabinet Box / DVR Rack	
	Acceptable Make	Prime / Wallrac / D-link or equivalent	

NB. 1) The contractor should obtain prior approval from Employer / Consultants before placing order for any specific materials. Employer may / delete any of the makes or brands out of the above list.

2). All materials should conform to relevant standards and codes of BIS.

3) Materials with I.S.I. mark shall be used duly approved by the SBIIMS Engineer / Architect.

Note: - If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the SBIIMS. The same will not be considered for payment.

PROFORMA OF SITE ORDER BOOK

Name of the work_____

Date of Commencement_____

Sr. No	Remarks/ Instructions of the site Engineer/ Architect	Dated Initials of site Engineer/ Architect	Initials of the Contractor for having received the instructions	Action taken with date	Dated initials of the site Engineer	Remarks of the Architects PMC/C.C. Officials
1	2	3	4	5	6	7

Signature of the Contractor with seal

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DETAILS OF INSURANCE POLICIES

Type of policies	Name of Insurance	Amount	Rs.	Policy No.	Validity
CAR policy including 3 rd party liability					
Workmen's Compensation					

Remarks :

1. This is only an 'on-account' payment and is not to be interpreted either as approval of work, materials brought or affixed at site or for that matter approval of any sort.
2. The quantum of work done and materials delivered at site have been certified by.....
3. should you wish to audit such work, kindly contact the undersigned and oblige.

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ROFORMA FOR RUNNING A/C BILL

- i. Name of Contractor / Agency :
- ii. Name of Work :
- iii. Sl.No. of this Bill :
- iv. No. & Date of previous Bill :
- v. Reference to Agreement No. :
- vi. Date of Written order to commence :
- vii. Date of Completion as per Agreement :

S.No.	Item Description	Unit	Rate (Rs.)	As per Tender	
				Quantity	Amount (Rs.)
1	2	3	4	5	

Upto Previous R.A. Bill		Up Date (Gross		Present Bill		Remarks
Quantity	Amount (Rs.)	Quantity	Amount (Rs.)	Quantity	Amount (Rs.)	
6		7		8		9

Note: 1. If part rate is allowed for any items, it _____ should be indicated with reasons for _____ allowing such a rate. Net Value since previous bill

2. If ad-hoc payment is made, it should be mentioned specifically.

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MEMORANDUM FOR PAYMENT

R/A BILL NO.

- | | | |
|----|---|-----------|
| 1. | Total value of work done since previous bill (A) | Rs. ----- |
| 2. | Total amount of secured advance due since Previous Bill (B) | Rs. ----- |
| 3. | Total amount due since Previous Bill (C) (A+B) | Rs. ----- |
| 4. | PVA on account of declaration in price of Steel, Cement and other materials and labour as detailed in separate statements enclosed. | Rs. ----- |
| 5. | Total amount due to the Contractor | Rs. ----- |

OBJECTIONS:

- | | | | |
|------|---|-------------|-----|
| i) | Secured Advance paid in the previous | Rs. ----- | R/A |
| ii) | Retention money on value of works as Rs. ----- per accepted tenders upto date amount Rs. | | |
| | Less already recovered | Rs. ----- | |
| | Balance to be recovered | Rs. ----- | |
| iii) | Mobilization Advance, if any | | |
| (a) | Outstanding amount (principal interest) as on date | + Rs. ----- | |
| (b) | To be recovered in this bill | Rs. ----- | |
| iii. | Any other Departmental materials cost to be recovered as per contract, if any | Rs. ----- | |
| iv. | Any other Departmental service charges to be recovered if any, as per contract (water, power etc.) enclose statement. | Rs. ----- | |
| | Total Deduction as per contract (F) | Rs. ----- | |
| | Adjustments, if any ----- Amount less received by Contractor in ----- R/A Bill (as per statement of Contractor) | Rs. ----- | |

Signature of the Contractor with seal

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P.V.A.

Rs. -----

Total amount payable as per contract
(E+F+G)

Rs. -----

(Rupees ----- in words)

The bill amount to Rs. ----- (both figures and words) has been scrutinized by us after due checking of the measurements of work as required and is recommended for payment.

Date: -----

Signature of Project In-Charge
with Seal

The bill amount to Rs. ----- certified by Consultants has been scrutinized by me after due test checking of measurements of works as required and is recommended for payment for an amount of Rs.

Date : -----

Signature of Contractor / Owner's
Engineer

STATUTORY DEDUCTION:

- i) Total Amount due (E) Rs. -----
- ii) Less I.T. Payable Rs. -----
- iii) Less S.T. Payable Rs. -----

Net Payable

Rs. -----

This figures given in the Memorandum for payable has been verified and bill passed for payment ----- (in words and figures)

Date: -----

Signature of the M.D. & C.E.O.

Approved Makes of Materials

IP Dome Type Camera:- Bosch/Sony/Ador/Honeywell/ Dahua/ Hik Vision/ Axis/Infinova Godrej
16 Channel NVR HD:- Bosch/SonyAdor/Honey well/ Dahua/ Hik Vision/ Axis
POE Switch:- Cisco/DLink/ Netgear/ Digisol
HDD suitable for NVR:-Hitachi/ Seagate/ WB purple
Cat 6 armoured copper Cable:-D-Link/AMP/Systimax

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SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
(A Wholly Owned Subsidiary of SBI)

HEAD OFFICE
Ground Floor, Raheja Chamber, Free press Journal Marg, Nariman Point, Mumbai
400 021

THROUGH E-TENDER / E-REVERSE AUCTION

INDICATIVE PRICE BID (Part-2)

**SUPPLY, INSTALATION, TESTING & COMMISSIONING OF CCTV AT REVIVE REALITY BUILDING ,LOTUS
PROJECT,TURBHE NAVI MUMBAI AND TRIPOD TURNSTILE WITH DROP ARM AT GITC.**

Vice President & Circle Head,

SBIIMS, GITC, Circle office,

1st Floor, C wing, SBI GITC Office, Sector 11,

CBD Belapur, Navi Mumbai 400 614

headgitc.sbiims@sbi.co.in

022-27537416

**BILL OF QUANTITIES (TO BE FILLED
ONLINE ONLY)**

Sr No	ITEM/DESCRIPTION	UNITS REQUIRED	Rates in Rs./-	Total Rs/-
1	<p>Supply, Installation, testing and commissioning of IP Dome Type Camera of Bosch/Sony/Ador/Honeywell/ Dahua/ Hik Vision/ Axis (As per sample approved by the SBIIMS) make, including mounting on ceiling/wall, interconnection wiring, all necessary hardware & accessories etc. complete as required complying following specifications:</p> <p>Image Sensor : 1/2.8" 2 Mega pixel Progressive scan COMS. Effective Pixel: 1920 X 1080 P Lens Type : Motorized / Auto Iris Focal Length: min. 2.8 -12 mm motorized lens. Minimum illumination : 0.01 Lux @ F1.4 (Color), 0 Lux@F1.4 (IR on) IR Distance : 30m or above WDR : 140 dB Max. Aperture : F 1.4 Frame rate : 50 Hz : 50 fps @ 1080 , 60Hz : 60fps@1080 Video Compression : min. H. 264/ H. 264+ or higher Impact Protection : IK 10 Power Supply : 12 VDC, 24VAC, PoE (802.3) Monitoring: Web viewer, central monitoring system Image Enhancement : BLC,3D DNR, HLC, Support On-board Storage : Micr SD Memory</p>	25 Nos	TO BE FILLED ONLINE	
	Supply, Installation, testing and commissioning of POE Switch of Cisco/DLink/ Netgear/ Digisol make including mounting, interconnection wiring, all necessary hardware & accessories etc. complete as required.			
2	24 Port POE switch	2 Nos		
3	16 Port NON POE switch	2 nos		
4	Supply and laying 4 pair Cat 6 armoured copper Cable of D-Link/AMP/Systimax make properly fixed to wall/ ceiling using suitable size G.I saddle fixed at 450mm C/C or laid in existing cable tray etc. Rate includes removal of existing false ceiling and restoration of the same to its original position to lay the cable above false ceiling whenever directed with necessary hardware & accessories making interconnection etc. complete as per route shown at site and further as directed by Project Engineer-in-charge	2500 Mtrs		
5	Proximity Reader (R 10) HID	4 nos		

TECH BID CCTV & TURNSTILE

6	Biometric Reader HID	4 nos	
7	Controllers (EVO V2000) HID	8 nos	

Note :	
1	Bank will not pay any labour charges for transportation, Road Permit, installation of Hardware & software, items separately. All such costs, if any, should be considered while quoting their bid.
2	The prices quoted by the bidder shall be exclusives of all applicable taxes i.e. GST (SGST, CGST & IGST). GST will be paid on actual on production of original invoice.
3	Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice.
4	The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
5	Rate filled at any other place in the document shall not be considered.
6	Bidders are requested to refer Scope of Work & Technical specifications of Part1 Technical Bid & Corrigendum if any issued (Tech spec & Price bid) before quoting the Price Bid

TOTAL Rs. (Rupees)

Date:

Signature

Place:

Stamp & Seal