

STATE BANK OF INDIA

**LOCAL HEAD OFFICE (LHO) - CHENNAI
9TH FLOOR CONFERENCE HALL**

NOTICE INVITING TENDER (NIT)

FOR

**SUPPLY, INSTALLATION, PROGRAMMING, TESTING AND
COMMISSIONING OF AUDIO VIDEO CONFERENCING SYSTEM
AT 9th FLOOR CONFERENCE HALL, LHO-CHENNAI**

(Tender to be submitted on any working day on
or before the last date at the following address)

State Bank of India
Premises & Estate Department
Circle Top House
16, College Lane, Nungambakkam
Chennai – 600006

Last Date and Time for Submission: 24-08-2017 up to 3.00pm



**Supply, Installation, Programming, Testing & Commissioning (SIPTC) of
Audio-Video(AV) Conferencing system at LHO - Chennai**

PART – I (A) : NOTICE INVITING TENDERS (NIT)

State Bank of India (SBI) invites sealed tenders (2-Bid System) from the authorized System Integrators for Supply, Installation, Programming, Testing & Commissioning (SIPTC) of Audio-Video (AV) Conferencing system Details of Tender are as under :		
1	Name of Work	Supply, Installation, Testing & Commissioning (SITC) of Audio-Video (AV) Conferencing system at SBI - LHO, 9 th Floor Conference Hall
2	Time allowed for completion	45 days from date of issue of Work order
3	Earnest Money Deposit	₹ 60,000/- (Rupees sixty Thousand only)
4	Security Deposit (Retention for Defect liability period)	5% of total contract value
5	Cost of tender documents	NIL
6	Defects Liability Period	Minimum warranty one (1) year period on total installation. The additional warranty shall be as per the OEM's warranty period.
7	Date and time of Pre-Bid meeting	17-08-2017 at 3.00pm
8	Last date and time of receipt of tender bids	24-08-2017 up to 3.00pm
9	Address at which the tenders are to be submitted	The Asst. General Manager (Premises & Estate), State Bank of India, 4 th floor, Circle Top House, 16, College Lane, Chennai - 600 006
10	Date and time of opening of Technical bid	24-08-2017 at 4.00pm
11	Date and time of opening of Price bid	The Indicative price bid of technically qualified bidders shall only be opened. The date for e-Reverse auction shall be advised subsequently.
12	Place of opening tenders	Premises & Estate Dept., State Bank of India, 4 th floor, Circle Top House, 16, College Lane, Chennai - 600006
13	Validity of offer	3 months
14	Liquidated Damages	The liquidated damages shall be 0.5% per week subject to a maximum 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.		
SBI has the right to accept/reject any/all tenders without assigning any reasons.		

Asst. General Manager (Premises & Estate)



BRIEF PARTICULARS OF THE WORK

STATE BANK OF INDIA proposes to have Audio-Video conferencing system and various other features in the proposed conference hall at 9th floor of State Bank of India, Circle Top House, 16, College Lane, Nungambakkam, Chennai – 600006.

The work is to be commencing immediately after award of LOI and to be completed within 6 weeks from the date of issue of LOI.

All drawings (schematic, design etc) for the work shall be made available with the Premises & Estate Department.

1.0 ELIGIBILITY CRITERIA

- 1.1. The bidder should be a well-established and reputed firm (established for a minimum period of 5 years i.e., Date of establishment of the firm should not be after 31-07-2012) engaged in providing Audio-Video Conferencing Solutions for Corporate Offices / Enterprises. (Company Incorporation document to be enclosed)
- 1.2. The bidder should have satisfactorily completed “similar” works of magnitude as specified below during the last 5 years ending 31.07.2017.
 - (i) Three ‘similar’ completed works each costing not less than Rs.30 lakhs
(OR)
 - (ii) Two ‘similar’ completed works each costing not less than Rs.37.5 lakhs
(OR)
 - (iii) One ‘similar’ completed work costing not less than Rs.60 lakhs

NOTE:

- “Similar” works under this clause shall mean successful completion of “Audio-Video Integration in Corporate offices of Listed Companies / Limited companies / PSUs / Government / Semi – Government offices / reputed Corporate Institutions”.
- “Cost of work” shall mean actual gross value of completed “similar” work including all the components executed under single contract. The bidder shall submit completion certificate specifying the final Bill amount of each project executed by them, during the said period.
- Out of above said completed works, minimum one work of required value should be for some Central / State Government / Central / Autonomous Body / Central / State Public Sector Undertaking / Bank / Financial Institutions / reputed Corporate Institutions etc.
- “Bidder” means proprietary concern, partnership firm, private or public limited company applying for tender. “Employer” or “Client” or “Owner” or “Bank” means State Bank of India.



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- 1.3. The bidder should have average minimum annual financial turnover of Rs.25 Lakhs in 'similar' works during the last three years ending 31.03.2017. This should be duly audited and certified by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average. (Chartered Accountant certificate to be enclosed)
- 1.4 The bidder should not have incurred any loss in three years or more during the last three years ending 31.03.2017, duly certified by a Chartered Accountant. The firm should not be under liquidation, court receivership or similar proceedings. (Chartered Accountant certificate to be enclosed)
- 1.5 Bidder's performance for each work completed in the last 5 years and works should be good and it should be certified by an officer not below the rank of Superintending Engineer/Chief Project Manager or equivalent of the client for whom work was executed. (Work completion certificate issued by the client to be enclosed)
- 1.6 Bidder should have their established Office & service set-up in Chennai for consideration of service support. Credentials showing the above shall be submitted along with the bidding. (Office establishment proofs to be provided)
- 1.7 **Only such bidders who fulfil the aforesaid eligibility criteria need apply.**
Joint ventures and/or consortium are not allowed are not accepted.



**Supply, Installation, Programming, Testing & Commissioning (SIPTC) of
Audio-Video(AV) Conferencing system at LHO - Chennai**

APPLICATION FORM

1. Name of the organization :
2. Address :
3. Name, Telephone Nos. including Mobile and e-mail id of contact person :
4. Fax No. :
5. Constitution of the Firm
(whether Public or private company / firm / Proprietary) :
6. Year of Establishment
(Supporting document to be submitted) :
7. Whether registered with the Registrar of Companies / Registrar of firms.
(if so, mention number and date and supporting documents to be submitted) :
8. Registration with Govt. Authorities :
PAN No. :
GST No. :
9. Names of Directors / Proprietor / Partners / Associates :
10. Details of 'Similar' works completed during the last 5 years. :
(Details may be given in the enclosed format - Form 'A')



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11. Banker's Name & address :

12. List of empanelment / enlistment /
registration with other Organizations /
statutory bodies etc

If so, furnish their
names, category and date of registration:

Name of the Organization	Category	Year since empanelled / registered

14. Annual turnover for the last 5 financial
years (year-wise) ending 31.03.2015 :

Financial Year	Annual Turn Over
FY 2016-17	
FY 2015-16	
FY 2014-15	

15. Documentary evidence for having Office &
Service at Chennai (landline bills, etc) :

16. Name and address of the Client who will
be in a position to certify about the quality
as well as performance of your firm :

Note: Please enclose separate sheets for additional information, photographs, and documents.

Signature of the bidder with seal
Date:



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Place:

PART – I (B) : INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work

Sealed Tenders are invited by SBI, Premises & Estate Dept., LHO - Chennai for the work of Supply, Installation, Testing, Programming & Commissioning (SIPTC) of Audio-Video (AV) Conferencing system at 9th Floor Conference Hall.

1.1 Site and Its Location

The proposed work is to be carried out at SBI – Local Head Office
Circle Top House, 9th Floor
16, College Lane, Chennai - 600 006

2.0 Tender Documents

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

- Instructions to tenderers
- General Conditions of Contract
- Technical Specifications
- Drawings
- Indicative Price 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:

- Indicative Price Bid
- Technical Specifications
- General Conditions of Contract
- Instructions to Tenderers

2.3 Complete set of tender documents can be downloaded from the website www.sbi.co.in under 'Procurement News' during the period mentioned in the NIT.

2.4 The tender documents are not transferable.

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



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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 ₹ 60,000/- in the form of Demand Draft or Banker's Cheque in favour of 'State Bank of India, Chennai' drawn on any 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.

4.3 No interest will be paid on the EMD.

4.4 EMD of unsuccessful tenderers will be refunded within 30 days of 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 contract value less EMD by means of D/D drawn in favour of State Bank of India within a period of 15 days of acceptance of tender.

6.0 Security Deposit

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of initial security deposit which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e. deduction from each running bill account will be 10% till total 3% of contract value is reached. 50% of the total security shall be paid to the contractors on the basis of the Bank certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

6.2 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 by signing an agreement and conditions of contract attached herewith within 7 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 Completion Period

The completion period for the work shall be 45 days from the date of issue of work order.

9.0 Validity of Tender

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 acceptance to the Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

10.0 Liquidated Damages



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

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 Bank.
- 11.1.4 Each page of the Tender document, Technical Specifications, Drawing, Terms & conditions, BOQ, etc. 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, taxes, VAT, GST, levies, etc.
- 12.0 The tender is to be submitted in two parts, each in a different sealed ENVELOPE duly marked. The envelope for Part I shall be marked "Technical Bid" on the outside and that for Part II shall be marked "Indicative Price Bid".
 - a. Part-I Envelope: To contain Tender document, Technical Specifications, Drawing, Earnest Money Deposit (EMD).
 - b. Part-II Envelope: To contain Indicative price bid with Bill of Quantities.Envelope for Part-I will be opened in the presence of the tenderers/authorized representative who may choose to be present. Tenderers could depute one person only for the tender opening who is duly authorized and they should produce an authorization letter. The time and date of opening of envelope for Part-II containing the Indicative price bid will be intimated to the tenderers after opening of envelope for Part-I.
- 13.0 Bidder should have their established office in Chennai for consideration of service support. Credentials showing the above shall be submitted along with the bidding. The bidder should have a permanent service facility in Chennai headed by a Qualified Engineer; Address, Phone nos. have to be given also hierarchy of escalation.
- 14.0 The bidder should be an OEM's authorized dealers/Integrator.



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- 15.0 Bidder should oblige the SLA of quarterly visit during the warranty period.
- 16.0 Bidder shall furnish letter of authorization and warranty support from the principal company, if the product quoted is a third party product. Vendors are free to give authorization or support letter in the principal company format, provided it should clearly mention about the case specific authorization & warranty support.
- 17.0 Bidder should furnish detailed Specification sheet or Technical literature of each item being offered and should quote for the same product being offered
- 18.0 Bidder shall quote only the products complied with the specification attached and if any violation found, tender can be rejected by SBI. Any false submission of information or false interpretation of specifications will automatically disqualify the bidder.
- 19.0 The Bidder shall have trained & certified engineers from the respective manufacturer considered in the tender.
- 20.0 The bidder should have certifications from direct OEM for different levels of technical support, Project Management etc.
- 21.0 Company should have a GST registration certificate for their registered offices. PAN Details to be provided.



PART – I (C): GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 Definitions

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India (Client) 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 Bank 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’ or ‘Bank’ shall mean State Bank of India (client) a body Corporate created under State Bank of India Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400021 and a LHO at Chennai and includes the client’s representatives, successors and assigns.

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

1.1.3 ‘The Contractor’ or ‘System Integrator’ shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

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

1.1.4 ‘Engineer’ shall mean the representative of the Bank.

1.1.5 ‘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.

1.1.6 ‘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. “Month” means calendar month.

1.1.7 “Week” means seven consecutive days.

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

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2.0 Total Security Deposit

Total Security deposit comprise of :

Earnest Money Deposit

Initial Security Deposit

Retention Money



(a) Earnest Money Deposit :

The tenderer shall furnish EMD of ₹ 60,000/- (Rupees sixty thousand only) in the form of Demand draft or bankers cheque drawn in favour of State Bank of India, 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 soon 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 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.

a) Initial Security Deposit (ISD)

The amount of ISD shall be 2% of accepted value of tender including the EMD. Balance of ISD (i.e. excluding EMD) is to be submitted in the form of D/D drawn on any scheduled Bank and shall be deposited within 15 days from the date of letter of acceptance of tender.

b) Retention Money

Besides the ISD 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. the ISD plus Retention Money shall both together not exceed 5% of the contract value. 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the Bank. 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 in accordance with the conditions of contract including site clearance.

3.0 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.

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

5 (i) Letter of Acceptance

Within the validity period of the tender the Bank shall issue a letter of acceptance by registered 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 SBI and the contractor.

5 (ii) Contract Agreement

On receipt of intimation of the acceptance of tender from the SBI 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.

6.0 Ownership of drawings

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

7.0 Detailed drawings and instructions

The SBI through its architects/consultants shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from. The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI.

Copies of Agreement

Two copies of agreement/tender document duly signed by both the parties with the drawings shall be handed over to the contractors.

8.0 Liquidated Damages

If the contractor fails to maintain the required progress in terms 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 contract value per week subject to a maximum of 5% of the contract value.

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 and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behaviour is found to be unsatisfactory by the SBI 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, and ordinances rules, applicable to the contractor. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing. 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 SBI 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 Bank 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 Bank the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the SBI.

12.0 Protection of works and property

The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to causes beyond his control. He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and 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 at his own cost.

13.0 Inspection of Work

The 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 SBI and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the 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 SBI and no undertaken 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 the Bank instructions and shall be subject from time to time to such tests as the Bank 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. The contractor shall submit all related test certificates at the time of delivery of materials.

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 Bank 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 bank 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 Bank 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 Bank 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 M 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 Bank 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 Bank shall vitiate the contract. In case the 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 Bank shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make

any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the bank and the value of such extras, alterations, additions or omissions shall in all cases be determined by the bank 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 bank 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) i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause (c) hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Bank 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 Bank shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Bank) the workman's name and materials employed be delivered for verifications to the Bank at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire/running charges of equipment and wastages etc plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

22.0 Final Measurement

The measurement and valuation in respect of the contract shall be completed within six months 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 SBI, the contractor shall ensure that the following works have been completed to the satisfaction of the 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 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 SBI.
- f) All defects/imperfections have been attended and rectified as pointed out by the SBI to the full satisfaction of SBI. Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Bank for the certificate. If the Bank is satisfied of the completion of the work, relative to which the completion certificate has been sought, the Bank 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 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 SBI 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 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 SBI. Such work shall be carried out in such manners not to impede the progress of the works included in the contract.

25.1 Insurance of Works

- 25.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI 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 SBI 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 SBI which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect/Consultant 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 SBI 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 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 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 SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

25.3 Contractor to indemnify SBI

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 26.2 of this clause.

25.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the 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 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 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 Architect/Consultant 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 26.0 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 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 26.0 thereof.

25.5.2 Minimum Amount of Third Party Insurance

Such insurance shall be affected with an insurer and in terms approved by the SBI which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Architect/Consultant 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 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 SBI or their agents, or employees. The contractor shall indemnify and keep indemnified 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 SBI during the whole of the time any person employed by him on the works and shall, when required, produce to the architect/consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect/Consultant 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 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 SBI against contractors, in respect of such default, the Bank 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 from the date of issue of Work order/LOI.

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 45 days from the date of commencement. If required in the contract or as directed by the Bank, 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 Committee, the work be delayed for reasons beyond the control of the contractor, the Committee may submit a recommendation to the SBI 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 SBI 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 Committee shall submit their recommendations to the SBI 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 SBI the provision of liquidated damages as stated under clause 9 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 Committee. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the committee too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the committee shall thereupon take such steps as considered necessary by the committee to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the bank 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 Bank, 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 Bank. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required and continued with the prior approval of the Bank at no extra cost to the SBI.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

31.0 No compensation for restrictions of work

If at any time after acceptance of the tender SBI 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 bank 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 bank 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 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 bank shall be final.

32.0 Suspension of work

- i) The contractor shall, on receipt of the order in writing of the Bank (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 bank 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 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 Bank.

- 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 Bank shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI.

a)To rescind the contract (of which rescission notice in writing to the contractor by the Bank shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI.

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 Bank 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 bank as to the value of work done shall be final and conclusive against the contractor.

c)To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Bank 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 SBI 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 bank 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 Bank that he is able to carry out and fulfil the contract, and to give security therefore if so required by the Bank.



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 SBI 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 SBI 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 SBI that the said materials were condemned and rejected by the Bank 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 SBI's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI, 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 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 SBI, 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 the SBI shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the 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 SBI incidental to the sale of the materials etc.

35.0 Certificate of Payment

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and the Bank shall issue the certificate of payment within a period of two months. The SBI shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities. The contractor shall submit the interim bills in the prescribed format with all details.

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

- 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 Bank or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises& Estate) and endorse a copy of the same to the Bank, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager (Premises& Estate) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Premises& Estate) in writing in the manner and within the time aforesaid.
- i) The Assistant General Manager (Premises& Estate) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Premises& Estate) submit his claims to the conciliating authority namely the Circle Development Officer for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises& Estate)
- ii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iii) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.



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It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

37.0 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 Bank shall be final and binding on the contractor.

38.0 Force Majeure

- 38.1 Neither contractor not SBI 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.
- 38.2 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.
- 38.3 From the date of occurrence of a case of force majeure obligations of the party v 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.
- 38.4 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.

39.0 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

40.0 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at **Chennai**.

41.0 Safety Code

Safety as per industrial practise and statutory authorities requirements and instructions of the consultant to be complied.

PART – I (D) : TECHNICAL / SPECIAL CONDITIONS OF CONTRACT

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



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components are required to complete the system, notwithstanding the BOQ as identified by the party as above, the same shall be provided free of cost by the SI (System Integrator).

- Only such bidders who have quoted their prices for the complete scope in all respect shall be considered for evaluation.

Scope of Work:

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

Vendor's Responsibility:

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



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- Vendor shall furnish the part Number/ Product identification Number for all products as provided by the original manufacturer.
- Vendor shall provide a clear and explicit activity wise action plan and schedule of completion of the above work.
- Vendor shall provide a detailed list of Project Manager, Site Engineer, Technician etc., who are intended to be assigned for commissioning of the subject project, clearly mentioning the detail of their work experience, certifications and other skills. This shall be subject to approval by Engineer In charge.
- Vendor shall ensure that the manpower is technically competent and must possess requisite certifications from various OEMs as required. SBI shall have discretion of accepting or rejecting the manpower proposed.
- During the execution phase, any changes in the manpower deployment at site should be notified in writing to the Engineer In-Charge with the details of the new person assigned for the task, and approval for the same to be sought as per clause 5.3.8 above.

Bid Data:

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

Site Preparation, Supervision and Installation:

- It shall be the responsibility of the vendor to supervise the site preparation by the owner to ensure that the site is prepared as per his requirements such as environmental conditions, power requirements etc. The vendor shall ensure that his system operates efficiently under these conditions.
- The vendor shall furnish along with his offer a list of facilities and other necessities required by him, if any, for site preparation etc. The vendor shall be fully responsible for installation



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and commissioning of the equipment including cabling related to installed equipment (except power cables) and other related activities such as unpacking, uncarting, inspection etc. for which the owner shall provide the required space at his premises, the vendor will have to arrange by himself all testing equipment and tools required for maintenance and make his own transport arrangements.

- The vendor shall furnish schematic drawings, signal flow diagrams with cable details, color coding and numbering of the cables.
- Final version of the Schematic drawings after execution shall be submitted as “As Built” Drawings and duly approved by Engineer-In-Charge / consultant.
- Detailed shop drawings for all the equipment to be flushed on the table / lectern / related furniture to be provided before starting the execution to the Engineer-In-charge / consultant, since it carries dependency on the other vendors on the site.

Testing & Acceptance by SBI:

- All the items supplied under this contract shall be verified by SBI to confirm that all the hardware supplied matches to the specifications, and all the equipment are in good, working condition and are free from any physical defects / damages, till the time of site handover.
- Any other test(s), as SBI may deem fit, so as to confirm the performance or to establish the technical specifications of either individual hardware item or for the integrated operation of network, shall be done by Supplier at the Site. Should the results of these tests show any deficiency from the corresponding specifications or operation is not up to the desired level of performance, Supplier shall do the necessary replacement so as to make the Hardware items to function at the desired level of performance. All costs for such replacements shall be borne by Supplier.
- After satisfactory completion of acceptance tests and installation of the equipment / systems /software by the Vendor, the acceptance certificate will be issued by the SBI in writing after which the Equipment shall be handed over to SBI.
- Acceptance or waiver of tests will not relieve the Vendor from the responsibility to furnish material in accordance with the specifications.
- SBI also reserves the right to conduct any testing / benchmarking of previously approved materials at any stage before taking over of the system and if the same reveal noncompliance to the specifications, the Vendor shall take necessary action so that the material / system / software conforms to the specifications to the satisfaction of the Engineer In-Charge.

Warranty:

- Vendor shall provide on-site comprehensive back to back warranty from OEM for trouble free operation of hardware, software and Licenses (if any), supplied under this contract, for a minimum period of ONE (01) years after commissioning and successful testing and taking over of the project.
- Documentary proof from OEM confirming 01 years On-site comprehensive warranty should be submitted at the time of handing over. During this period, it will be the responsibility of the



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vendor to maintain and support the hardware and software fully and ensure availability of the same.

- The detailed scope of services to be provided by vendor during Warranty period, shall include but not limited to the following:
- Vendor shall provide comprehensive maintenance support for satisfactory performance of all Hardware supplied under this contract, Projectors including support for Lamps for 01 Year of Operation.
- In case of any failure/non-operation of above items the same shall be attended by the vendor within 24 hours of lodging the complaint by SBI, excluding intervening holidays. A call report sheet giving the details of problem attended, duly signed by the concerned end user shall be maintained.
- The vendor shall arrange for standby equipment, if the faulty equipment is not rectified within FIVE (05) working days or items are taken out of SBI premises for servicing/repair. Mechanical breakages and any consumables are not covered in the warranty.
- Vendor should also provide details of appropriate Escalation Matrix in case of non-satisfactory service support.
- The Vendor shall be responsible for providing, free of cost, all supplies, spares and service (Including labour) necessary for maintenance during warranty.

Site Visit:

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

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

- *"The BOQ estimated by SBI is not exhaustive. Any additional items / components as required for the successful completion of the work under taken may be assessed by the bidder and the same may be incorporated in the offer. The BOQ as assessed by the bidder as above should be clearly indicated in the offer. Even at the time of execution, if any additional items / components are required to complete the system, notwithstanding the BOQ as identified by the party as above, the same shall be provided free of cost by the bidder".*
- The scope of work comprises Installation, Testing, Commissioning and Handing over of the supplied equipment under this project. The bidder shall provide a comprehensive integrated turnkey solution. Any minor Electrical works, Civil interior work for false ceiling, flooring and minor carpentry work relating to the installation of the equipment supplied under this project



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shall be in the scope of the SI. The bidders shall quote for a total integrated turnkey solution covering all the above.

- The bidder shall supply and install all required connectors, cables, etc. as well as the programming necessary to complete the installation of the project.
- Installation & Commissioning inter alia including Supply, laying with suitable protection, termination / fixing of cables, connectors, lugs and other items, not specifically even mentioned in the Technical Specification, BOQ and is required to successfully complete the project shall be provided free of cost by the bidder.

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (C-AMC):

- During the defective liability period of one year, the vendor shall carry out preventive maintenance on quarterly basis and breakdown visits shall be unlimited. The comprehensive annual maintenance contract for the AV system shall be for four (4) years after the defect liability of one year. The AMC charges shall be payable on quarterly basis in arrears. The maintenance schedule shall be same as defect liability period.

Payment Terms

The payment terms for the project shall be as under:-

- a. 70% of the bill amount may be paid after delivery of materials and submission of the invoice.
- b. 25% of the bill amount may be paid after installation and commissioning.
- c. 5% retention shall be as per clause no. 2 of General Conditions of the Contract. The retention amount may be paid on production of performance bank guarantee for the value and the period of defective liability.

NOTE : ALL THE ACTIVE AND PASSIVE COMPONENTS USED IN THE PROJECT SHOULD COMPLY WITH 4K RESOLUTION.



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**DETAILS OF ALL 'SIMILAR' WORKS COMPLETED DURING THE LAST FIVE YEARS
ENDING BY 31-07-2017.**

S. No.	Name of work/project & location	Owner or Client name	Cost of project work in Lakhs	Date of commencement as per contract & actual date of commencement	Stipulated Date of completion & Actual date of completion	Litigation/ Arbitration pending/ In progress with details (if any)	Name and address with contact No. of Officer of client to whom reference shall be made	Remarks



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Note:

Actual date of completion of the project should be within 5 years ending 31.07.2017 for taking into eligibility consideration.

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