



**SBI INFRA MANAGEMENT SOLUTIONS PVT LTD.**

( A Wholly Owned Subsidiary of SBI)

CIRCLE OFFICE: 4<sup>th</sup> Floor, SBI , Local Head Office, III/1, Pt. J N Marg, Kharvelnagar,  
Bhubaneswar- 751001

PART- 1

**(Technical Bid)**

**RE-TENDER FOR CIVIL & RETROFITTING WORK OF SBI-SIMULIA  
ADB**

**Tender No: BHU201902006    Date: 26.02.2019**

Eligibility Criteria: Contractor empanelled vendors under the category of Civil Works (II CC  
& above costing more than Rs 50.00 lakhs upto Rs 5.00 Cr) under Bhubaneswar  
Circle are eligible to apply

Name of the Tenderer.....

Address: .....

.....

GSTIN:.....

## **NOTICE INVITING e-TENDER (NleT)**

SBI Infra Management Solutions Pvt. Ltd., (hereinafter mentioned SBIIMS) having Circle Office at 4<sup>th</sup> floor, SBI, LHO Building, Bhubaneswar – 01 for and on behalf of SBI invite two-bid online tenders from empanelled vendors under the category of Civil Works (II CC & above costing more than 50 lakhs upto 5 cr) under Bhubaneswar Circle for the Tender for **STRUCTURAL RETROFITTING WORK OF SBI-SIMULIA ADB.**

2. The other details of the tender are as under:

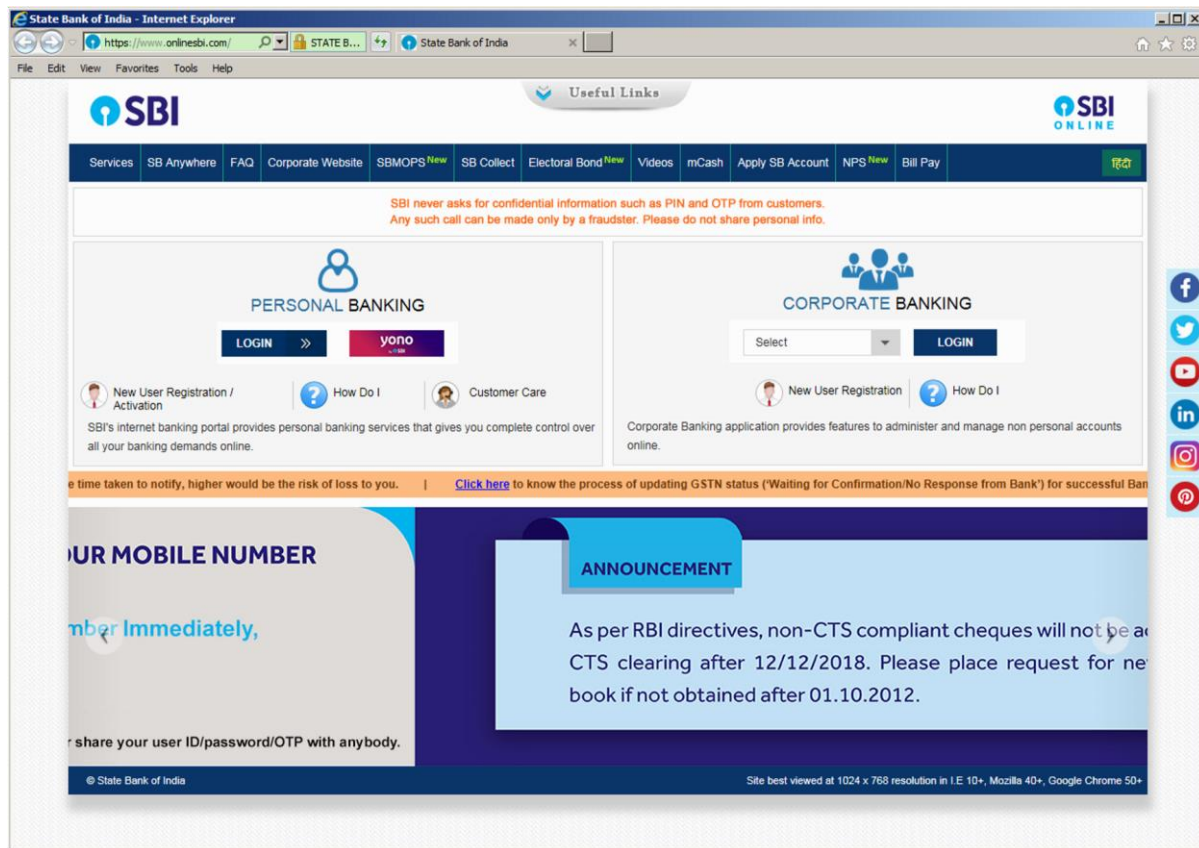
|    |   |   |
|----|---|---|
| 1. | Name of Work  | <b>STRUCTURAL RETROFITTING WORK OF SIMULIA ADB</b>  |
| 2  | Cost of Tender document   | <b>Rs.10,000/- + GST 18%</b> totaling <b>Rs. 11,800/-</b> (Rupees Eleven thousand eight hundred only) non-refundable to be deposited online through <a href="https://www.onlinesbi.com">https://www.onlinesbi.com</a> using State Bank Collect gateway. Steps involved in making such payments is provided in details in <b>Annexure I</b> attached in this tender on or before <b>08.03.2019</b> up to <b>02:00 PM</b> . |
| 3  | Earnest Money Deposit (EMD)   | The scan copy of one time EMD fee submitted in the form of FD to be uploaded on or before last date & time of tender, in the online tender portal.  |
| 4  | Estimate cost put to tender   | Rs 70.79 Lakhs + GST  |
| 5  | Time for completion of work from the date of commencement   | 90 days (including Sundays and holidays)  |
| 6  | Date for downloading of Tender Document(Technical and Price Bid)  | <b>26.02.2019 to 08.03.2019</b> from Bank's website <a href="https://bank.sbi">https://bank.sbi</a> under "Procurement News" and <a href="https://etender.sbi">https://etender.sbi</a> .  |
| 7  | Last date of submission of Tender   | Up to <b>02:00 PM on 08.03.2019</b>   |
| 8  | Date & Time for opening of Technical Bid  | <b>02.30 AM on 08.03.2019</b> at SBIIMS Circle Office, Bhubaneswar.   |
| 9  | Date & Time for opening of Price Bid  | 03:00 PM on <b>08.03.2019</b> at SBIIMS Circle Office, Bhubaneswar.   |
| 9  | Defects Liability Period  | 12 months   |
| 10 | Validity of offer   | 3 Months from the date of opening of tender.  |
| 11 | Liquidated Damages  | 0.5% per week subject to a maximum of 5% of contract value.   |
| 12 | Value of Interim certificate  | 35 Lakhs interim payment to the contractor maybe considered if progress of work is found satisfactory. Decision of SBIIMS shall be final.   |
| 13 | <b>For any details contact:</b><br>M/s EPTL<br>Ms. Riddhi Panchal<br>Ph:+91-6354919566<br>E: <a href="mailto:riddhi.panchal@auctiontiger.net">riddhi.panchal@auctiontiger.net</a> | <b>SBIIMS :</b> <b>Shri Jagadish Chandra Hati</b> , Manager (Civil)<br>Cell: 9900234280, email : <a href="mailto:jagadish.hati@sbi.co.in">jagadish.hati@sbi.co.in</a><br><b>Project Architect: M/s Techno Arch</b> , Bhubaneswar<br>Ph:9437189632 email:technoarch1977@gmail.com  |

3. 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.
4. Tenders received without EMD and Non-Refundable Cost of Tender Documents shall be summarily rejected and such bidders **shall not be allowed** to participate in the online tender.
5. SBIIMS reserves the rights to accept or reject any or all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.
6. Tenders can be downloaded from <https://bank.sbi> (link) <Procurement News> or <https://etender.sbi> .It shall be responsibility of the Vendor to arrange and ensure that all pages of technical and financial bid are downloaded properly.
7. The bidders found eligible in Technical bid evaluation shall only be eligible to quote Price Bid.
8. Conditional tenders shall be summarily rejected.

**Sd/-**  
**Circle Head**  
**SBIIMS, Bhubaneswar**

## Annexure-I

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



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

State Bank Collect - Internet Explorer

https://www.onlinesbi.com/sbico STATE B... State Bank Collect

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STATE BANK COLLECT  
A MULTI-MODAL PAYMENT PORTAL

DISCLAIMER CLAUSE

Terms Used

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

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

Proceed

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**“Proceed” will lead to the next page:**

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https://www.onlinesbi.com/sbico STATE B... State Bank Collect

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SBI State Bank Collect

State Bank Collect State Bank Mops

State Bank Collect / State Bank Collect Exit

State Bank Collect 09-Jan-2019 [12:23 PM IST]

Select State and Type of Corporate / Institution

State of Corporate / Institution \* ----- Select State -----

Type of Corporate / Institution \* ----- Select Type -----

Go

Mandatory fields are marked with an asterisk (\*)

State Bank Collect is a unique service for paying online to educational institutions, temples, charities and/or any other corporates/institutions who maintain their accounts with the Bank.

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

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

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

State Bank Collect - Internet Explorer

https://www.onlinesbi.com/sbicol/ Identified... State Bank Collect


File Edit View Favorites Tools Help

**SBI** State Bank Collect

State Bank Collect / State Bank Mops

State Bank Collect / State Bank Collect [Exit](#)

State Bank Collect 09-Jan-2019 [12:35 PM IST]

 **SBI Infra Management Solutions Pvt Ltd**  
Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021

Provide details of payment

Select Payment Category \*

Tender ID \*

Tender Name

Open Date

End Date

Amount in Rupees \*

Vendor Email ID

Vendor GST No \*


Vendor Mobile No \*

Vendor Name \*

Remarks

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

Name \*

Date Of Birth / Incorporation \*  

Mobile Number \*

Enter the text as shown in the image \*

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

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**The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.**

**The MIS information made available to circle authorities at the end of every Tenders will also contain this unique Reference No along with all fields shown in the above Page.**

## **TECHNICAL BID :**

1. The eligible vendors empaneled under the Bhubaneswar Circle/LHO are required to submit their Bids online and submit/enclose the following:

- a) The payment receipt against the tender cost and tender processing fees to SBIIMS Circle Office , Bhubaneswar.
- b) **The bidders need to submit original EMD DD as applicable** and scan copy in the online portal
- c) **Process Compliance form scan copy in the online portal.**

If the Bid is not accompanied by all the required Fees as per the tender condition, the same would be rejected. **Only the L1 vendor is required to submit the technical bid signed by the authorized signatory of the bidder.**

2. The bidders are required to make their own arrangements to obtain the necessary training for participating in the **online** tender to be provided by the e-Tendering/Procurement agency appointed by the Bank prior to submission of bids or before the last date of submission of tender i.e, **up to 02:00 PM on 08.03.2019**. The bidders shall submit the process compliance form to the SBIIMS along with the DDs for EMD & Tender Fee.

We have read and understood the above mentioned and shall abide by the same.

## **EVALUATION OF PRICE BID**

1. The price Bid of those Bidders, who qualified in the Technical Bid shall only be opened.
2. The award of contract will be made to the bidder whose bid has been determined to be the lowest, responsive and complying all the statutory criteria stipulated in the Technical Bid, Price Bid of the tender Condition.
3. The SBIIMS reserve their rights to accept any or to reject all the bids without assigning any reasons therefor and no correspondence shall be entertained in this regard.

We have read and understood the abovementioned and shall abide by the same.

Signature of the Contractor With Seal

Name: .....

Place: .....

Date: .....



## **BUSINESS RULES FOR e-TENDER**

### **GENERAL TERMS AND CONDITIONS OF BIDDING**

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI may resort to. **ON LINE BIDDING on INTERNET.**

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

### **Business Rule for finalization of the Tender**

SBI shall finalize the tendering process of the item through e tender mode. SBI has made arrangement with M/s. E-Procurement Technologies Ltd, (EPTL) who shall be SBI's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized bids shall be conducted by SBIIMS, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to EPTL furnishing the price, the bidder wants to bid online, with a request to EPTL to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by EPTL in a readable / legible form and also the Bidder should simultaneously check up with EPTL over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by EPTL only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of EPTL at the time of receipt of the fax message from the bidders, EPTL will not

be uploading the prices. It is to be noted that either SBI or EPTL are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the bid successfully. However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

2. EPTL 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-tender/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
3. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian Rupees (INR) per -one- (Unit) of the items.
4. **BID PRICE:** The Bidder has to quote the Total cost to SBI of the items specified inclusive of all taxes, duties, freight, service tax, overhead, contractor's profit etc.
5. **VALIDITY OF BIDS:** The Bid price shall be firm for a period of **THREE calendar months** from the date of acceptance of tender which may be extended for a further period subject to mutual agreement.
6. **Procedure of eTendering (Item wise)**
  - i. **Online Bidding:** The bidders shall submit the technical and sealed bid in the SBI e-tender portal **etender.sbi on or before : 08.03.2019 up to 2:00 PM, in electronic form**
  - ii. After technical evaluation , the date and time of opening of the seal bid will be intimated & the price bids of the qualified bidders will be opened as mentioned in the RFP.
7. Successful vendor shall be required to submit the final prices, quoted during the online bid to SBI, duly signed and stamped as token of acceptance without any new condition other than those already agreed to tender T&C.
8. If no bid is received within the specified time, SBIIMS, at its discretion, may decide to revise the bidding process / proceed with conventional mode of tendering.
9. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. **If L1 bidder back out and not execute the work as per the rates quoted, the earnest money deposited by the bidder with us in this regard shall be forfeited without further reference to you.**

10. At the end of the bidding process, SBIIMS will decide upon the winner. SBIIMS's decision on award of Contract shall be final and binding on all the Bidders.
11. SBIIMS shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.
12. SBIIMS shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
13. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
14. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the e-tender.
15. Successful bidder shall enter into a contract with the bank to carry out the work as per Bank's standard format.
16. Other terms & Conditions
  - All the bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the online event
  - All the Bidders are required to submit the Process Compliance Form duly signed to M/s EPTL before due date.

### **Process Compliance Form**

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

**To**

**Date:**

#### **Sub: Agreement to the Process related Terms and Conditions for the Online Tender**

Dear Sir,

*This has reference to the Terms & Conditions for e-tender mentioned in the Tender*

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

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

With regards

Signature with company seal

Date:

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

**Scan it and sent this document on [etender.sbi](http://etender.sbi)**

## **5.GENERAL TERMS AND CONDITIONS of CONTRACT**

### **1.Completion period:**

- a. The completion period for **STRUCTURAL RETROFITTING WORK OF SBI-SIMULIA ADB**, along with the entire finishing work is **90 (Ninety)** days from the date of issue of the work order, failing which the Bank may impose liquidated damage of 0.5% of the total cost per week, subject to maximum of 10 % of the total cost branch/office wise. If the work is not carried out, the EMD will be forfeited.
- b. The vendor shall have to make arrangements for all tools, hardware, spare parts and items, including skilled and unskilled manpower etc., which are necessary for carrying out the work effectually, at his own cost. The entire Civil work shall be carried out to the satisfaction of the Bank. The Bank shall have full discretion to terminate the contract any time subject to notice of seven days. In such circumstances, no compensation, whatsoever, shall be payable by the Bank to the vendor.
- c. If the authorized accepted vendor fails to execute and complete the work within the stipulate time, the Principals, who has given authorization for empanelment / participation in the tender, will be fully responsible for completion of the work within the stipulated time including supply, installation, commissioning, of the Civil works ordered by the Bank as per original terms & conditions agreed upon by the tenderer.

### **2.Terms of Payment**

- a. The payment to the vendor for the entire work shall be made only after completion of the works as per the tender specifications, terms and conditions complete in all respects without any exceptions as mentioned below as per the bill claimed. No advance payment shall be made under any circumstances. The amount payable shall be strictly in accordance with the rates quoted by the successful tenderer.
- b. 95% of the Bill value claimed against the work will be released against completion of the entire works. Balance 5% of the work value will be treated as RETENTION MONEY, which will be released, subject to recovery of penalties, if any, on completion of defect liability period of one year from the date of payment of the final bill subject to satisfactory service having been rendered during the period.

### **3.Earnest money Deposit & Security Deposit :**

The scan copy of one time EMD fee submitted in the form of FD to be uploaded on or before last date & time of tender, in the online tender portal

### **Total Security Deposit comprise of**

#### **(a) Earnest Money Deposit**

The tenderer shall furnish EMD as per Tender terms & conditions.

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

The amount of ISD shall be **2%** of accepted value of tender excluding the one time EMD already submitted, in the form of D/D drawn on any scheduled Bank and shall be deposited within 10 days from the date of acceptance of work- order.

#### **(c) Retention Money**

Besides the ISD as deposited by the contractor in the above side 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 EIC/Architect / Consultants. The balance 50% of the total security deposit shall be refunded to the contractors without interest 15 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.

**(d) Additional Security deposit:**

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below the estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-a-vis L-1 quoted amount for due fulfillment of contract. Such ASD could be in the joint name of the bank and bidder in the form of FDR/bank's guarantee as per format approved by 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 will be at liberty to recover the dues from ASD or to forefeet such ASD as the case may be within the sole discretion.

No interest shall be paid to the amount retained by the Bank as Security deposit. However, interest on FDR for additional security deposit will be received by the bidder.

**4. Rate:**

- a) Rate quoted should be inclusive of **all taxes (except GST,) duties, freight, labor charge, profit & overhead** etc. Bank shall not entertain any claim on these accounts or any other accounts afterwards, however **GST will be paid on actual basis.**
- b) All expenses towards insurance of the materials etc, till the work is completed at the bank shall be borne by the vendor.
- c) The rates quoted shall be inclusive of all costs and charges including transportation of the workmen, materials and the cost for consumables, steps for disposal of unwanted rubbish as per prevailing Municipality/ local authority Law, cleaning of the whole of the area, and any other activity or work, which are ancillary or connected with the nature of services mentioned in the tender terms and conditions.
- d) The amount stated in the tender shall also be inclusive of all taxes and charges, including Excise duty, Service tax or any other taxes which are applicable as on date or may be levied by the State or Central Govt. or any Authorities in future also.
- e). All statutory deductions including towards Income Tax, and Security Deposit or under any Local Acts, etc shall be deducted from the amount payable to the vendor.
- f). No price escalation of the amount quoted in the tender is permissible under any circumstances during the contract.
- g). By accepting the work order from the SBIIMS Pvt. Ltd. the vendor shall assume all responsibility to indemnify the SBIIMS Pvt. Ltd. in case of any damage or loss caused to the Bank, its building, structure, furniture or equipments or any accident or injury or harm caused to any person, due to the fault of the vendor or any of his / their employees. The SBIIMS Pvt. Ltd. shall be entitled to deduct the amount of such loss or damage from the amount payable to the vendor.
- h). Accepted Lowest Rates will be valid for a period of **3 MONTHS** from the date of acceptance of tender which may be extended for a further period subject to mutual agreement.

**5. Other Terms and Conditions:**

- a. That the tenderer shall engage fully trained and adequately experienced workmen, who are medically fit, with proven integrity. They should be free from all infectious diseases. The tenderer / vendor shall ensure that workmen observe cleanliness and they are courteous polite and prompt while rendering the services.

- b. The tenderer should acquaint himself with the site conditions, rules and regulations issued by the local authorities, availability of materials, applicable labor laws, etc., and quote the rates accordingly. No extra charges / increase in the rate shall be considered on any account, under any circumstances.
- c. The rates quoted shall cover for all sorts of works including works, ancillary and necessary for other related works, etc. If rates quoted by the tenderer are found inconsistent and overall tender is abnormally low or high for any specific item(s), the SBIIMS Pvt. Ltd. reserves the right to reject such tenders.
- d. The tenderer shall make his own arrangement for procuring all the materials required for execution of the above work and may store the same at site at his own risk & cost.
- e. In case any permission, license or approval from any Municipal, Local authorities or any other Govt. Authorities is necessary, it will be vendor's responsibility to obtain the same at his own cost.
- f. Removing debris from the site shall be vendor's responsibility at no extra cost will be paid.
- g. The rates quoted shall cover for execution of the work after office hours on Holidays, Sunday and in stages.
- h. The tenderer will have to make his own arrangements for watch and ward for protecting the materials etc, at all times, until the work is completed to the satisfaction of the SBIIMS Pvt. Ltd.. The Bank/ SBIIMS Pvt. Ltd. will not be responsible for the theft or loss of the material / tools, etc till the completion of the work.
- i. The tenderer will attend all the meetings whenever called for and the decisions taken in the meeting will be binding on the vendor.
- j. Electric power / water required for execution of the work will not be the responsibility of the Bank / SBIIMS Pvt. Ltd.. The vendor will have to make his own arrangement for carrying the same to the place of work at his own cost by providing necessary cable, wiring etc. with proper safeguard /caution boards prominently displayed for the safety of Bank's staff and Customers.
- k. Quantities given are liable to vary and the vendor shall provide more items as mentioned therein, at the same rates quoted by them for each items in the Price Bid, if required. In case any items are found not necessary the vendor shall take the same back and the SBIIMS Pvt. Ltd. shall not pay for such items, which are not necessary.
- l. Bank/ SBIIMS Pvt. Ltd. will not be responsible for any loss to the vendor under any circumstances.
- m. In respect of all workmen or employees directly or indirectly employed by the vendor for the performance of the works mentioned herein, the vendor shall at his own expense arrange for all the safety provision as per relevant provision of law.
- n. The tenderer shall have full control over workmen engaged by him, whether skilled or unskilled, and the vendor shall give necessary guidance and instructions to his employees to carry out the jobs assigned to them by him.
- o. The tenderer shall be responsible for the payment of wages and other dues to the contract labor employed by him in compliance of Minimum Wages Act and Equal Remuneration Act.
- p. The tenderer shall ensure that the hours of work and other service conditions of employment of the contract labor is in consonance with all applicable laws and rules, including Contract Labor (Regulation and Abolition) Act etc.
- q. The tenderer on instruction of the appropriate authority of the SBIIMS Pvt. Ltd. or his / their representatives will immediately remove from the premises any contract labor, who may in the opinion of the Bank found to be creating nuisance and the vendor shall not allow such person to work in the site.

- r. It will be vendor's responsibility to ensure that each obligation under this contract is duly performed and observed.
- s. The tenderer shall be responsible for any loss caused due to theft/pilferage/damage to the Bank's property including the fittings, fixtures, furniture or other equipments, entrusted in his charge or any property belonging to the Bank's staff / guest / customers when such a loss / damage is, in the Bank's opinion, caused due to negligence or carelessness or any fault on vendor's part or that of his supervisor or any of the vendor's laborers and the vendor shall be liable to pay to the Bank such amount in respect of such damages / losses as may be assessed by the SBIIMS Pvt. Ltd.. Further the vendor shall personally be responsible for good conduct and satisfactory antecedents of the contract labor employed by vendor.
- t. The Bank/ SBIIMS Pvt. Ltd. will not be responsible compensation or otherwise for any injury/death caused to any staff of vendor while executing the work under this tender.
- u. The tenderer shall not permit any of his employees to use any area of the premises / building for residential or any other purposes.
- v. All materials and equipments required for carrying out the work will be provided by the vendor in sufficient quantity and these shall be of best quality as approved by the SBIIMS Pvt. Ltd.. All expenses for the same shall be borne by the vendor.
- w. The tenderer shall be liable to comply with all applicable laws, rules and regulations in respect of all the labor laws and statutory requirements, including fire safety regulations and other regulations, which are in vogue or will become applicable in future.
- x. The tenderer shall accept and bear full and exclusive liability for the payments of any or all taxes etc. now in force or hereafter imposed, increased and revised from time to time by the Central or State Govt. or by any other authority with respect to or covered by wages, salaries, or other compensation paid or payable to persons engaged by the vendor.
- y. The tenderer shall bind himself / it's executor or administrator or successors and shall indemnify and hold harmless the SBIIMS Pvt. Ltd. in respect of this contract, including all claims, damages proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the SBIIMS Pvt. Ltd. or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of the vendor in respect of violation of any of the provisions of Laws/Acts/Rules or regulations having the force of law or any award or decision by any competent tribunal, court of authority in respect of the workmen or any one, employed/engaged by the vendor in connection with this contract.
- z. The tenderer shall be responsible for all the claims for its workmen and the said workmen of the Vendor shall not make any claims whatsoever against the SBIIMS Pvt. Ltd.. The vendor's workmen will not have any right whatsoever to get absorbed in the Bank/ SBIIMS Pvt. Ltd..
- aa. The tenderer shall provide weekly off/holidays to his workmen as per labor laws, but it will be his responsibility to ensure that the work is completed within time stipulated in the work order from the SBIIMS Pvt. Ltd., without any delay at all.
- bb. All types of taxes including Service Tax applicable now or made applicable in future for the materials, equipments and services, etc. will have to be borne by the vendor and Bank shall not make any extra payment. The Bank shall make statutory deductions at source as applicable.
- cc. The tenderer will take out adequate insurance and keep the items and work insured until the completion of the work, against loss or damage by fire and/or earthquake, flood, etc., at his own cost, and the Bank/ SBIIMS Pvt. Ltd. shall not be liable for any loss caused to the vendor.
- dd. No child labor shall be employed by the vendor to carry out any of the works/services covered by this tender.
- ee. The near relatives of employee or employees of the Bank/ SBIIMS Pvt. Ltd. are prohibited from participation in this tender. The vendor shall have to submit an undertaking to the effect that his/their no near relative or relatives is/are employee(s) of the Bank/ SBIIMS Pvt. Ltd..



ff. The tenderer shall be entirely responsible for any mis-happening, accident to his worker while performing duty and shall have no claim/binding on Bank/ SBIIMS Pvt. Ltd. with respect to any compensation/monetary benefits etc., whatsoever.

gg. The tenderer shall make arrangements to identify each of his workmen at the security point while entering the premises before resuming work and while departure after completing each day's work. However, they are liable to be checked at any time during their work and anywhere within the premises by the Security. The Security personnel of the Bank are authorized to check the belongings of the workmen while entering and leaving the office premises for security reasons. The vendor shall issue identity card to their workmen & Supervisor.

hh. If the vendor fails or neglects to observe or perform the terms and conditions of the agreement or any of them, the SBIIMS Pvt. Ltd. may: -

- i. Hold the vendor liable for all losses or damages occasioned to the Bank by such failure or neglect.
- ii. Hold the vendor liable to pay damages and compensation for loss and inconvenience caused by dislocation of services.
- iii. In case it is felt by the SBIIMS Pvt. Ltd. that any workman is not suitable for carrying out the work inside the premises, then such workman is to be replaced immediately by the vendor.

## **6. Statutory Obligations:**

a. The tenderer shall fully comply with all the applicable laws, rules and regulations relating to Contract Labor (Regulation and Abolition) Act 1970 and Contract Labor (R&A) Central Rules 1971, Provident Funds Act including the payment of P.F. contribution, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI Act, Migrant Labor Act and / or such other Act or laws or regulations passed by the Central, State, Municipal and Local Government agency or authority including TDS as per I.T. Act, applicable from time to time.

b. The tenderer shall be responsible to register himself and obtain a valid license under the Contract Labor (Regulation and Abolition) Act, 1970 and rules there under and the / vendor must comply with and carry out all the provisions and obligations under the said Act and Rules there under, including renewal of license and furnish all information to the Bank/ SBIIMS Pvt. Ltd. as may be required by Act/Rules and the vendor shall indemnify the Bank/ SBIIMS Pvt. Ltd. against the penalties/claims or for any default on his part.

c. The tenderer shall be responsible for proper maintenance of all Registers, Records and counts so far as these relate to the compliance of any statutory provision/obligations. The / vendor shall be responsible for maintaining record pertaining to payment of wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.

d. The tenderer shall make regular and full payment of labor charges, salaries and other payments as per labor laws especially under Minimum Wages Act and Payment of Wages Act to his workmen deputed for the work and furnish necessary information as and when asked.

e. In case of labor unrest/disputes arising out of non-implementation of any law, the responsibility shall solely lie with the Vendor and he shall remove / resolve the same satisfactorily at his cost and risk. The Vendor will abide by rules, regulations, bylaws and statutes etc. for executing for his job.

f. The tenderer shall at all times indemnify and keep indemnified the Bank/ SBIIMS Pvt. Ltd. and its Officers, servants and agents from and against all third party claims, whatsoever including not limited to property loss and damage, personal accident, injury or death of person of any sub-vendor or the servants of agents of the Vendor, any sub- vendor(s) and/ or the owner. The / vendor shall be at his own cost and initiative at all times maintain all liabilities under workman's Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or their industrial legislation from time to time in force.

## **7.Termination:**

- i. The SBIIMS Pvt. Ltd. reserves the right to terminate the contract any time during the pendency of the contract on failure by the vendor to adhere to the conditions here in above indicated or agreed in the contract. Such termination will be communicated in writing to the vendor and any work affected beyond date of termination of the contract shall not be measured and paid for.
- ii. In case the SBIIMS Pvt. Ltd. decides to terminate the contract, it shall do so by giving seven day's notice.
- iii. If the performance of the successful tenderer is found to be unsatisfactory, the SBIIMS Pvt. Ltd. reserves the right to cancel in part or whole the contract and get the work executed through alternative means at the entire risk and cost of the vendor with whom the work order was first placed. In such cases, the vendor should make good all losses that the Bank may incur due to this. The Bank/ SBIIMS Pvt. Ltd. may proceed with legal actions if necessary.

## **8. AGREEMENT ON STAMP PAPER:**

The selected tenderer / vendor will have to enter into agreement on non-judicial stamp paper of requisite value, within 10 days of acceptance of tender, and all the costs with respect to the same shall be borne by the / vendor.

## **SPECIAL CONDITIONS OF CONTRACT**

1. The entire works carried out shall be under a comprehensive warranty of 12 months from the date of payment of final bill of the work. During the period of warranty the vendor shall in addition to attending to our calls for repairs/maintenance, conduct corrective maintenance and no charges shall be payable for such maintenance, including materials replaced or requiring replacement.
2. Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the SBIIMS Pvt. Ltd.. SBIIMS Pvt. Ltd. reserve the right to reject the bid, if bid not submitted in proper format as per tender.
3. **Clarifications of Bids:** To assist in the examination, evaluation and comparison of bids the SBIIMS Pvt. Ltd. may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
4. **Packing, shipping and marking:** The tenderer / vendor shall be responsible for assuring that all commodities shipped are properly packed and protected to prevent damage or deterioration during shipment. Packaging and shipping costs shall be borne by the tenderer. Customs clearance and all costs and actions associated with import duties, taxes and processing of documents within India are borne by the bidder.
5. **Construction / Installation / Commissioning of the work:**
  - a. The tenderer is responsible for all unloading, unpacking and lifting of materials to be used for the work.
  - b. The items and list not in BOQ but required for successful completion of the works shall also be considered to be part of the supply scope without any extra cost.
6. **Inspections And Quality ControlTest:**
  - a. The SBIIMS Pvt. Ltd. reserves the right to carry out pre-shipment inspection by a team of SBIIMS Pvt. Ltd. officials engaged by the SBIIMS Pvt. Ltd. of any of the existing live installation of the supplier referred to in the Technical Bid or demand a demonstration of the solution proposed on a representative model in the bidder's office, the same shall be arranged at the cost of bidder.
  - b. The SBIIMS Pvt. Ltd.'s right to inspect, test and where necessary reject the products after the product arrival at the destination shall in no way be limited or waived by reason of the products having previously been inspected, tested, and passed by the SBIIMS Pvt. Ltd. or its representative prior to the products' shipment from the place of origin.

## **7. Insurance of Works:**

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 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.

1. 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.
2. 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.

3. 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 SBI the policy of insurance and the receipts for payment of the current premiums.

**A. Damage to Persons & 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 :

- i. The permanent use or occupation of land by or any part thereof.
- ii. The right of SBI to execute the works or any part thereof, on, over, under, in or through any lands.
- iii. Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- iv. 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 there to 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.

**B. 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 7 (A) of this clause.

**B. 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.

**D.Third Party Insurance:**

Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 7 of SCC 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.

**D-1. 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 SBI/Consultants the policy or policies of insurance cover and receipts for payment of the current premiums. The minimum insurance cover for physical property, injury, and death is Rs.5.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

**D-2.Accident or Injury to Workmen:**

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.

**D-3. 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 SBI/Consultants 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 SBI/Consultants when required such policy of insurance and the receipt for the payment of the current premium.

**D-4. 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 from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

Without prejudice to the other rights of the SBI against contractors, in respect of such default, the SBIIMS Pvt. Ltd. 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.

**8 TIME OF COMPLETION, EXTENSION OF TIME AND PROGRESS CHART**

**a) Time of Completion:** The entire work is to be completed in all respects within the stipulated period of **90 (Ninety) days**. The work shall be deemed to be commenced within 7 (Seven) days from the date of issue of formal work order or the date on which the Contractor is instructed to take possession of the site, whichever is later. Time is the essence of the contract and shall be strictly adhered to by the Contractor. The work shall not be considered as complete until the SBIIMS Pvt. Ltd. have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

**b) Extension of Time:** If in the opinion of the SBIIMS Pvt. Ltd. the work be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the SBIIMS Pvt. Ltd./ The Bank in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the work, or delay, of other contractors or tradesmen engaged or nominated by the SBIIMS Pvt. Ltd. and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strike or lockout affecting any of the building trades or (f) from other causes which the SBIIMS Pvt. Ltd. may consider are beyond the control of the Contractor, the SBIIMS Pvt. Ltd. before the completion of the time allowed for the contract

shall make fair and reasonable extension of time for completion in respect thereof. In the event of the SBIIMS Pvt. Ltd. failing to give possession of the site upon the day specified above the time of completion shall be extended suitably. In case of such strikes or lock outs, as are referred to above, the Contractor shall, immediately give the SBIIMS Pvt. Ltd., written notice thereof. Nevertheless, the Contractor shall use his best endeavors to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the SBIIMS Pvt. Ltd. to proceed with the work and on his doing so that it will be ground of consideration by the SBIIMS Pvt. Ltd. for an extension of time as above provided. The decision of the SBIIMS Pvt. Ltd. as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the Contractor) shall be promulgated at the conclusion of such strike or lockout and the SBIIMS Pvt. Ltd. shall then, in the event of extension being granted, determine and declare the final completion date. The provision in Clause 7 with respect to payment of liquidated damages shall in such case, be read and construed as if the extended date fixed by the SBIIMS Pvt. Ltd. were substituted for and the damage shall be deducted accordingly. Hindrance Register in the approved format shall be maintained and proper record of hindrances arisen and solved with the dates to be recorded in the register by the SBIIMS Pvt. Ltd.'s Site Engineer/The Bank's Site Engineer and Contractor's authorized representative so that extension of time to be granted can be derived from the register, and recommended by the SBIIMS Pvt. Ltd. and approved by the SBIIMS Pvt. Ltd.'s competent authority.

#### **9. LIQUIDATED DAMAGES**

Should the work be not completed to the satisfaction of the SBIIMS Pvt. Ltd. within the stipulated period, the Contractor shall be bound to pay to the Bank a sum calculated @ 0.50% of the accepted contract sum per week of delay subject to a maximum of 5% of the accepted contract value by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the completion date.

#### **10. ACTION WHEN WHOLE OF 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 liquidated damages amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the SBIIMS Pvt. Ltd. shall have power to adopt any of the following courses as they may deem best suited to the interest of the Bank:

- a) To rescind the contract (of which rescission notice in writing to the contractor under hand of the SBIIMS Pvt. Ltd. shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the SBIIMS Pvt. Ltd..
- b) To employ labour by the Bank 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 price of material (of the amount of which cost and price of a certificate of the The SBIIMS Pvt. Ltd. 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 rates as if it had been carried out by the contractor under the terms of this contract and the certificate of the SBIIMS Pvt. Ltd. as to the value of the 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 The SBIIMS Pvt. Ltd. shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the SBIIMS Pvt. Ltd. under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof. In the event of any of the above courses being adopted by the Bank the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or

procured any materials 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 be paid any sum for any work thereto for actually performed under this contract unless and until the SBIIMS Pvt. Ltd. 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.

#### **11. STORAGE OF MATERIALS**

The Contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of sub-contractors and remove same on completion. Sheds for storage of cement are to have pucca floor raised above the ground. Cement godown shall be constructed for storing about six weeks requirements of cement and stored as per norms with a stack of 10 bags each, two ft. opening all around with two ft. passage between each stack. Structure shall be waterproof from all the sides and top. Cement should be stored one ft. above the ground level and the floor of the godown shall consist of wooden planks resting on base prepared of dry bricks. So also reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

#### **12. CLEARING SITE AND SETTING OUT WORKS**

The site shown on the plan shall be cleared of all obstructions, trees, bushes, shrubs, loose stone, and rubbish materials of all kinds. All holes or hollows whether originally existing or produced by removal of loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost. The Contractor shall set out the work and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the Contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the SBIIMS Pvt. Ltd./The Bank. The Contractor shall further set out the work to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

#### **13. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS**

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the Contractor to a safe place as per rules of the appropriate authorities/instruction of the Bank/ SBIIMS Pvt. Ltd.. The Contractor shall keep the foundations and work free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the SBIIMS Pvt. Ltd. for the purpose, until the building is handed over to the SBIIMS Pvt. Ltd.. The Contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the SBIIMS Pvt. Ltd. and the local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

#### **14. ACCESS**

Any authorized representative of the Bank/ SBIIMS Pvt. Ltd. shall at all reasonable times have free access to the work and/or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the Contractor shall give every facility to the Bank/ SBIIMS Pvt. Ltd. or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Bank/ SBIIMS Pvt. Ltd. and no person shall be allowed at any time without the written permission of the Bank/ SBIIMS Pvt. Ltd..

## **15. REMOVAL OF IMPROPER WORK**

The Bank/ SBIIMS Pvt. Ltd. shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the SBIIMS Pvt. Ltd. /the Bank are not in accordance with specifications or instructions, the substitutions or proper re execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the Contractor refuses to comply with the order, the SBIIMS Pvt. Ltd. shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the SBIIMS Pvt. Ltd. shall be borne by the Contractor or may be deducted from any money due to or that may become due to the Contractor. No certificate which may be given by the The SBIIMS Pvt. Ltd. shall relieve the Contractor from his liability in respect of unsound work or bad materials.

## **16.NOMINATED SUB CONTRACTOR**

All specialists, Merchants, Tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities/Rates and/or specifications and who may be nominated or selected by the SBIIMS Pvt. Ltd. are hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors. No nominated sub-contractor shall be employed on or in connection with the work against whom the contractor shall make reasonable objection or save where the SBIIMS Pvt. Ltd. and contractor shall otherwise agree who will not enter into a contract provided:

- a) That the nominated sub-contractor shall indemnify the contractor against the same obligations in respect of the sub-contract as the Contractor is under in respect of this contract.
- b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants the property of the contractor or under any Workman's compensation Act in force.
- c) Payment shall be made to the nominated sub-contractor by the contractor within fourteen days of his receipt of the certificate from engineer of SBIIMS Pvt. Ltd., provided that before any certificate is issued the contractor shall upon request furnish to the SBIIMS Pvt. Ltd. proof that all nominated sub contractor's accounts included in previous certification have been duly discharged, in default whereof the Bank may pay the same upon a certificate of the SBIIMS Pvt. Ltd. and deduct the amount thereof from any sums due to the contractor. The exercise of this power shall not create privity of contract between the SBIIMS Pvt. Ltd. and the sub-contractor.

## **17.DAMAGE TO PERSONS AND PROPERTY, INSURANCE, ETC.**

The Contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-Contractor or of any of his or a sub Contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause what so-ever in any way connected with the carrying out of this contract. The clause shall be held to include inter alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or pathways as well as damage caused to the buildings and the work forming the subject of this contract by rain, wind or other inclemency of the weather. The Contractor shall indemnify and hold harmless the SBIIMS Pvt. Ltd. in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim. The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract work complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages



to the property or third parties. The contractor shall effect the insurance necessary and indemnify the SBIIMS Pvt. Ltd. entirely from all responsibility in this respect. The insurance must be placed with a company approved by the SBIIMS Pvt. Ltd. and must be effected jointly in the name of the contractor and the SBIIMS Pvt. Ltd. and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. The Contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of the contract. The SBIIMS Pvt. Ltd. shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

#### **18. MEASUREMENT OF WORK**

The contractor will record the measurements in the approved printed measurement books and submit measurements for verification and endorsement of Project Management the SBIIMS Pvt. Ltd. Engineer. The contractor should submit the bill in duplicate to the SBIIMS Pvt. Ltd. with such endorsement. The SBIIMS Pvt. Ltd. shall upon receipt of the bill intimate to the contractor that he requires the work to be measured, and the contractor shall forthwith attend or send a Qualified Agent to assist the Engineer of SBIIMS Pvt. Ltd. in taking such measurements and calculations and to furnish all particulars or to give all assistance required by Engineer. Should the contractor not attend or neglect or omit to send such Agent then the measurement taken by the Engineer of SBIIMS Pvt. Ltd. and approved by him shall be taken to be the correct measurement of the work. The contractor or his Agents may at the time of measurement take such notes and measurements as he may require. All authorized extra work, omissions and all variations made without the knowledge of SBIIMS Pvt. Ltd., if subsequently sanctioned by him in writing, with the approval of the SBIIMS Pvt. Ltd. shall be included in such measurements. The final measurement should be done within three months from the date of completion of work jointly by the SBIIMS Pvt. Ltd. and/or his representative. If the contractor fails to comply, the measurements taken by the SBIIMS Pvt. Ltd. will be final.

#### **19. METHOD OF MEASUREMENT**

Unless otherwise mentioned elsewhere in the tender document, measurements will be on the net quantities of work produced in accordance with up to date rules laid down by the Indian Standard Institution. In the event of any dispute with regard to the measurement of the work executed, the decision of the Engineer of SBIIMS Pvt. Ltd. shall be final and binding on the contractor.

#### **20. ACTION WHERE NO SPECIFICATION**

In the case of any class of work for which there is no such specification in Technical Specification, such work shall be carried out in accordance with the I.S. specification, and in the event of there being no I.S. specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the SBIIMS Pvt. Ltd..

#### **21. CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC**

The contractor(s) shall not deposit materials on any site which will cause inconvenience to the public. The SBIIMS Pvt. Ltd./ The Bank may require the contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

## **22. PAYMENTS**

All bills shall be prepared by the Contractor in the form prescribed by the Bank. The bills in proper forms must be duly accompanied by detailed measurements recorded in the approved measurement book available from the Consultant's office on payment, duly endorsed by the Site Engineer/PMC/Consultant's representative in support of quantities of work done and must show deductions for all previous payments, retention money, etc. **The running account bill upto 35 Lacs may be paid during the project as per the terms and conditions of the contract.** The final bill shall be submitted by the Contractor to the Bank within three months of the date fixed for completion of the work or of the date of certificate of completion furnished by the Bank and payment shall be made by the Employer within three months from the date of receipt of the final bill duly verified & certified by the Consultant. The Bank reserves the right to withhold in part or full payment of bills in case of non-compliance/violation of any terms and conditions stipulated in the agreement. The contractor shall neither suspend the work nor claim for extension of time for non-payment/withholding of payment on this account and no interest is also payable on the payment withheld/due.

## **23. FINAL PAYMENT**

The final bill shall be accompanied by a certificate of completion from the SBIIMS Pvt. Ltd.. Payments of final bill shall be made after deduction of Retention Money, taxes etc. The acceptance of payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the work executed.

## **24. VARIATION / DEVIATION**

The Contractor may when authorized and shall, when directed in writing by the SBIIMS Pvt. Ltd./Bank and/ or omit, or vary the work shown in the drawings or described in the specifications or included in the priced schedule of quantities. The Contractor on his own accord shall make no addition, omission or variation without such authorization or direction. A verbal authorization or direction by the Bank/ SBIIMS Pvt. Ltd. shall when confirmed by the Contractor in writing within 3 days shall be deemed to have been given in writing. The price of all such additional/non tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, materials at site of work including wastage and other components as required plus 15% towards contractor's profit, supervision, overhead etc. Works Contract Sales Tax, if applicable will be considered over and above 15%. The tendered rates shall hold good for any increase or decrease in tender quantities. No claim for an extra shall be allowed unless it shall have been executed by the authorization of SBIIMS Pvt. Ltd./The Bank. No variation i.e. additions, omissions or substitutions shall vitiate the contract.

## **25. SUBSTITUTION**

Should the Contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the SBIIMS Pvt. Ltd. /The Bank in writing for any such substitution well in advance. For materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the SBIIMS Pvt. Ltd./The Bank has to be obtained in writing prior to execution.

## **26. CLEARING SITE ON COMPLETION**

On completion of the work the Contractor shall clear away and remove from the site all constructional plant surplus materials, rubbish and temporary work of every kind and leave the whole of the site and the work clean and in a workmanlike condition to the satisfaction of the Bank and SBIIMS Pvt. Ltd..

## **27. DEFECTS AFTER COMPLETION**

The Contractor shall make good at his own cost and to the satisfaction of the Bank all defects, shrinkage, settlements or other faults which may appear within 12 months from the date of payment of final bill and considered as the "defect liability period". In default the

SBIIMS Pvt. Ltd. may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the SBIIMS Pvt. Ltd. or may be deducted by the SBIIMS Pvt. Ltd., in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the Contractor from the amount retained together with any expenses the SBIIMS Pvt. Ltd. may have incurred in connection therewith.

## **28. CONCEALED WORK**

The Contractor shall give due notice to the Bank whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the option of the SBIIMS Pvt. Ltd. /The Bank be either opened up for measurement at the Contractor's expense or no payment be made for such materials. Should any dispute or difference arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the SBIIMS Pvt. Ltd. shall be accepted as correct and binding on the Contractor.

## **29. ESCALATION**

The rates quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi, etc. unless specifically provided in these documents.

## **30. IDLE LABOUR**

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

## **31. SUSPENSION**

If the Contractor except on account of any legal restraint upon the SBIIMS Pvt. Ltd. preventing the continuance of the work or in the opinion of the SBIIMS Pvt. Ltd. shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default the SBIIMS Pvt. Ltd. shall have the power to give notice in writing to the Contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notices purport to be a notice under this Clause. After such notice shall have been given, the Contractor shall not be at liberty to remove from the site of the work or from any ground contiguous thereto, any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Contractor shall fail for 7 (seven) days after such notice has been given to proceed with the work as therein prescribed, the SBIIMS Pvt. Ltd. may proceed as provided in the Clause. (Termination of Contract by the SBIIMS Pvt. Ltd.).

## **32. TERMINATION OF CONTRACT BY THE SBIIMS Pvt. Ltd.**

If the Contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the Contractor in insolvency, shall repudiate the contract, or if a Receiver of the Contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the SBIIMS Pvt. Ltd. that he is able to carry out and fulfill the contract, and if so required by the SBIIMS Pvt. Ltd. to give reasonable

security there for, or if the Contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the Contractor, thereunder, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the Contractor within three clear days after the notice shall have been given to the Contractor in manner hereinafter mentioned requiring the Contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the work, or shall in the opinion of the SBIIMS Pvt. Ltd. not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the SBIIMS Pvt. Ltd. after three clear days notice requiring the Contractor so to do shall have been given to the Contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the SBIIMS Pvt. Ltd. may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the SBIIMS Pvt. Ltd. of the obligations 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 work subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the Contractor) further the SBIIMS Pvt. Ltd. or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other contractors or other persons or person 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 contractors or other persons or person employed from completing and finishing or using the materials and plants for the work when the work shall be completed, or as soon thereafter as conveniently may be the SBIIMS Pvt. Ltd. shall give notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt by him the SBIIMS Pvt. Ltd. may sell the same by Public Auction and shall give credit to the Contractor for the amount so realized. Any expenses or losses incurred by the SBIIMS Pvt. Ltd. in getting the work carried out by other contractors shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or due on account of work carried out by the Contractor prior to engaging other contractors or against the Security Deposit.

**34. PROFORMA FOR AGREEMENT BETWEEN THE BANK AND CONTRACTOR**  
**(On Non-Judicial Stamp Paper of Rs. 20.00)**

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand ..... between the State Bank of India, a Corporation constituted under the State Bank of India Act, 1955 and having its Regional Business Office named as RBO-V, Rayagada and many offices at many other places (hereinafter referred to as "the BANK") which expression shall include its successor or successors and assigns) of the ONE PART through the authorized officer Assistant General Manager (Region-V).

AND

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_  
\_\_\_\_\_ (thereinafter referred to as the 'CONTRACTOR') of the  
OTHER PART.

WHEREAS the Bank is desirous of carrying out the Civil & Retrofitting of the SBI Simulia ADB Branch Building (hereinafter called the 'Works').

AND WHEREAS the Bank has caused the plans, drawings and specifications, priced schedule of quantities of the work to be executed at the SBI-Simulia ADB Branch as per General conditions of the contract and special conditions of the contract, subject to which the offer of the Contractor shall be accepted.

A wholly owned subsidiary of the Bank named as "SBIIMS Pvt. Ltd. (SBI Infra Management Solutions Pvt. Ltd.) will carry out all the inspection work for Bank and ensure the quality of the work.

AND WHEREAS the tender of the Contractor for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS the contractor has deposited with the Bank Rupees \_\_\_\_\_  
\_\_\_\_\_ as Security deposit for the due performance of the agreement. AND  
WHEREAS the SBIIMS Pvt. Ltd. has issued work order therefore to the contractor.

AND WHEREAS said drawings \_\_\_\_\_ inclusive of the specifications,

priced schedule of quantities, conditions of contract and special conditions (hereinafter collectively referred to as the said condition) have been signed by the parties hereto and the contractor has agreed to execute the works upon and subject to the said conditions. **NOW IT IS HERE BY AGREED AS FOLLOWS :**

1. In consideration of the payments to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawings etc and such further detailed drawings as may be furnished to the contractor by the said SBIIMS Pvt. Ltd. as described in the said specifications and the said priced schedule of quantities.

2. The Bank will pay to the Contractor the sum of Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_) (hereinafter called the  
contract sum) or such other sum as shall become payable hereunder at the times and in the

manner specified in the said conditions. However, the actual sum will be paid on the actual value of work done, irrespective of the contract sum.

3. The plans, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.

4. The said contract comprises the building

\_\_\_\_\_ works as above mentioned, and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Bank even though said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.

5. Notwithstanding what are stated in the special condition, conditions of contract and hereinbefore stated the Bank reserves the right to alter the drawings and nature of the work and of adding to or omitting any items of works from or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

6. The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

7. Any dispute arising under this agreement shall be referred to the arbitration of a sole arbitrator appointed with consent of the Bank/ SBIIMS Pvt. Ltd. and the contractor as indicated in the Article of the general conditions. The award of the arbitrator shall be final and binding on both parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first herein above written.

WITNESS

EXECUTANTS

1.

1. BANK

2.

2. Contractor

\* Common Seal

\*In case of the company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc as the case may be affixing common seal may be initial in token thereof and also by putting their names.

## **Letter of undertaking**

The Circle Head,  
SBI Infra Management Solutions (SBIIMS) Pvt. Ltd.  
4<sup>th</sup> Floor, State Bank of India  
Local Head Office, Bhubaneswar  
III/1-Pandit Jawaharlal Nehru Marg  
Bhubaneswar, Odisha-751001

Dear Sir,

### **E-TENDERING FOR CARRYING OUT STRUCTURAL RETROFITTING WORK OF SBI-SIMULIA ADB**

With reference to the tender for the above work, we hereby undertake –

- That we have fully understood the scope of the work to be carried out and acquainted ourselves to the local working conditions.
- That we shall strictly comply with the specifications laid down in the tender and the directions given by SBIIMS Pvt. Ltd. during the execution of the work.
- That our quoted rate is inclusive of all the material cost, labour cost, taxes, service tax, duties, transportation, loading & unloading, freight, overhead and profit and Bank/SBIIMS Pvt. Ltd. shall not entertain any claim whatsoever on this account afterwards.
- That after accepting the work order we shall not back out, failing which the SBIIMS Pvt. Ltd. shall be at liberty to forfeit the EMD and take action against us as deemed fit without making further reference to us.
- That after accepting the work order if we could not start the work within seven days from the date of issue of work order, the work order will stand cancel and for which the SBIIMS Pvt. Ltd. shall be at liberty to forfeit the EMD and take action against us as deemed fit without making further reference to us.
- That we shall use all the materials approved by the SBIIMS Pvt. Ltd. and shall not substitute any material without obtaining prior approval from the SBIIMS Pvt. Ltd..
- That we shall complete the work within the stipulated time and we understand that in case of delay on our part is liable for deduction of liquidated damage as stipulated in the tender.
- That an amount equivalent to 5% of the bill value shall be retained from the payment due to us by the Bank for a defect liability period of 12 calendar months from the date of payment of final bill, which will be released after the expiry of the said defect liability period, if no defect is found during that period.
- That we shall attend to any defect in the work done by us which is brought to our notice within the defect liability period, at our cost and shall not claim any extra cost for the same, failing which the SBIIMS Pvt. Ltd. shall be at liberty to forfeit the Security deposit without making any further reference to us.
- That we shall adhere to all the safety norms as per stipulations made by the competent authority.

Yours faithfully,

Place:

Date:

(Signature of contractor )

## 7.BID CONFIRMATION LETTER

To

**e-Procurement Technologies Ltd. (ProcureTiger)**  
**A-201- 208, Wall Street-II, Opp. Orient Club,**  
**Nr. Gujarat College, Ahmedabad-380 006,**  
**Gujarat, India.**  
**Tel: (079) 40016837 / 835**  
**Fax: (079) 40016876**

**Sub: E-TENDERING FOR CARRYING OUT STRUCTURAL RETROFITTING WORK**  
**OF SBI- SIMULIA ADB**

Ref : 1 \_\_\_\_\_  
2. Tender opening dt. \_\_\_\_\_

3. Our Offer No. \_\_\_\_\_ dt.

Dear Sir,

We confirm that we have quoted.

1. -----

(Price quoted on Total cost to SBI basis – **Item Rate.....**)

as our final lump sum prices during the e-Tender conducted today. The item wise detail rates are appended herewith.

Thanking you and looking forward to the valuable order from SBI.

Yours sincerely,

For \_\_\_\_\_

**Name:**  
**Company:**  
**Date:**  
**Seal:**





