



**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD., (SBIIMS),  
(WHOLLY OWNED SUBSIDIARY OF SBI)  
GUWAHATI CIRCLE OFFICE**

INVITES ON-LINE TENDERS ON BEHALF OF SBI  
THROUGH SBI SERVICE PROVIDER  
M/S e-PROCUREMENT TECHNOLOGIES PVT. LTD., AHMEDABAD

| Sl. No. | Description                     |   |
|---------|---------------------------------|---|
| (a)     | Tender ID                       | <b>GUW201908041</b>   |
| (b)     | Tender Name                     | <b>Air-conditioning work at<br/>GEETANAGAR BRANCH,<br/>GUWAHATI</b> |
| (c)     | Ending Date & Time of<br>Tender | 19.08.2019 upto 02:00 PM  |
|         | Opening Date of Tender          | 14.08.2019  |
| (d)     | Tender Fee Amount               | Rs.1000.00 (Rupees One<br>thousand only)                            |

The Contractors who are in the list of approved empanelled contractors finalised in September,2018 by SBI, Local Head Office, Guwahati (North Eastern Circle) for the 4(Four) categories of work i.e. Category-I, II, III , IV ( **Work Value Work Value above Rs.5.0 Lakh and up to ₹100.0 Lakh**)) under **AIR-CONDITIONING WORK** are only eligible to participate in this **E-Tender**.

Note: **The Contractors** should possess **valid digital signature** for participating in this E-tendering Process.

**The Circle Head & Assistant Vice President(Civil),  
SBI Infra Management Solutions Pvt. Ltd.  
Guwahati Circle Office  
3rd Floor, SBI Guwahati LHO Building,  
P.O. Assam Sachivalaya,**



**Dispur-781006**

On behalf of State Bank Of India(hereinafter referred to as **SBI**), **SBI Infra Management Solution Pvt. Ltd.** (hereinafter referred to as **SBIIMS**) (a wholly owned subsidiary of State Bank of India), Circle Office, Guwahati invites **e-Tenders** through SBI Service provider M/s e-Procurement Technologies Pvt. Ltd. Ahmedabad from the empanelled Air-conditioning **Contractors** finalized in **September,2018** by **SBI, LHO, Guwahati** enlisted

**4(Four) categories of work**

**i.e. Category-I, II, III , IV ( Work Value Work Value above Rs.5.0Lakh and up to ₹100.0 Lakh))**

**under AIR-CONDITIONING WORK for the following works as under :-**

|    |                                  |   |  |
|----|----------------------------------|---|--|
| 1. | Name & location of Work          | : | <b>AIR-CONDITIONING WORK AT GEETANAGAR BRANCH, GUWAHATI</b>  |
| 2. | Availability of tender documents | : | Tender documents will be issued to the eligible contractors by the service provider <b>M/S e-PROCUREMENT TECHNOLOGIES PVT. LTD., AHMEDABAD</b> and also can be downloaded from the Bank's website <a href="http://www.sbi.co.in">www.sbi.co.in</a> under section ' <b>Procurement news</b> ' from <b>14.08.2019 to 19.08.2019.</b>   |
| 3. | Technical Bid                    | : | The following Documents should be submitted in the Technical Bid in a sealed envelope addressed to the Circle Head, SBIIMS, Guwahati Circle, SBI Local Head Office Building, 3rd Floor, 'A' Block, P.O. Assam Sachivalaya, Dispur, Guwahati-781006, Assam or the <b>scanned copies of the following documents may be e-mailed to</b> <a href="mailto:sbiims.circleguw@gmail.com">sbiims.circleguw@gmail.com</a> on or before <b>19.08.2019 up to 02:00 PM :-</b><br>i) <b><u>Tender Application Fee</u></b> amounting to |



|  |  |  |
|--|--|--|
|  |  | <p>₹1000.00(Rupees One thousand only) (Non-Refundable) will be paid by the Bidders only through State Bank Collect(SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-D.</p> <p>The receipt generated with the Reference No. will be submitted as part of the Technical Bid.</p> <p>ii) <b><u>Earnest Money Deposit (EMD)</u></b> amounting to <b>Rs.4360.00</b> to be deposited to the Bank's A/C No. 10242804581 (Name of the Account :- SBI, LHO, PREMISES &amp; ESTATE Department Misc. Deposit account, maintained at SBI, Dispur Branch, IFSC code-SBIN0003030) and submit the deposit voucher copy as proof of deposit the amount as part of the Technical Bid.</p> <p>iii) <b><u>The Process Compliance Form as at Annexure-I</u></b></p> <p>Duly filled, signed and stamped by the Bidder as token of acceptance of all the terms &amp; conditions stipulated in this tender, which is also <b>to be e-Mailed to the Service Provider</b> for conducting e-Tendering Process.</p> <p>The Bidder, who failed to submit any of the above mentioned documents, will be disqualified in Technical Bid and will not be allowed to participate in the Price Bid. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in e-Tendering Process.</p> |
|--|--|--|



|    |                                |   |  |
|----|--------------------------------|---|--|
| 4. | Price Bid                      | : | <p>The Lowest Bidder will be finalized from the Price Bid submitted by the Contractors through on-line Price Bid. The Details of the events is as under:-</p> <p>i) Submission of <b>On-Line Price Bid</b> (Grand Total Price as well as item wise rate break-up):<br/><b>On 20.08.2019 from 12:00 NOON up to 05:00 PM.</b></p> <p>Only the bidders who qualified in Technical Bid (who submitted specified Tender Processing Fee, EMD and duly filled &amp; signed Process Compliance Form) will be eligible to participate in the Online Sealed Price Bid submission of this e-Tendering Process. The bidder should have valid digital signature for participation in e-Tendering Process.</p> |
| 5. | Opening of Price Bid           | : | <b>20.08.2019</b> after completion of the time period of e-Tender.   |
| 6. | Validity of Tenders            | : | For a period of 90 days from the date of e-Tendering.  |
| 7. | Initial security deposit (ISD) | : | 2% of the awarded value of work including EMD  |
| 8. | Retention money                | : | 5% (Including EMD+ISD) of the Final certified Bill value.  |
| 9. | Commencement of the work       | : | The date of commencement of the work will be reckoned as the date of handing over site or two days from the date of issue of Work Order of the tender whichever is later   |
| 10 | Time allowed for               | : | <b>45 days</b> from the date of handing over site or   |



|     |                                 |   |  |
|-----|---------------------------------|---|--|
|     | completion                      |   | 10 days from the date of issue of letter of acceptance of Bank whichever is later.   |
| 11  | Deduction of Income Tax and GST | : | <p>A) TDS on Income Tax/GST will be deducted at source as per Govt. Guidelines.</p> <p>B) Reimbursement of GST on work contract will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following;</p> <p>i. Contractor should have GST Registration Number</p> <p>ii. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision</p> <p>iii. In case of Correction in the bills after scrutiny, contractor should submit fresh invoice for payment</p> <p>iv. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor.</p> |
| 12. | Terms & mode of payment         | : | <p>i) No advance payment will be made for the work.</p> <p>ii) After successful completion of entire work 100% payment will be released against submission of GST invoice and work completion Certificate after deducting security deposit and statutory deductions as applicable.</p>   |



|     |  |   |  |
|-----|--|---|--|
|     |  |   | iii) Payment shall be made by way of Electronic fund transfer by the concerned SBI Branch/Office where the work has been executed. The contractor should furnish details of the Bank, A/c no, IFSC code etc.   |
| 13. | Liquidated Damages                               | : | If the bidder is not able to complete the work within the stipulated completion period as per tender, liquidated Damages will be imposed at the rate of 0.5% of the contract value per week subject to a maximum of 5% of the contract value.  |
| 14. | Defects Liability Period                         | : | 12 Months (Twelve months) from the date of completion of the work and handing over to the Bank.  |
| 15. | Contact details for any clarification            | : | The Circle Head & The Assistant Vice President(Civil),<br>SBI Infra Management Solutions Pvt. Ltd.<br>Guwahati Circle Office, 3rd Floor,<br>SBI, LHO Building, Guwahati,<br>Dispur- <b>781006</b> ,<br><b>Ph: 0361-2237509</b><br><b>Mobile No.9435047923</b>  |
| 16. | Contact details for any e-Tender related queries | : | <b>Service provider:</b> M/s e-Procurement Technologies Ltd. (Procure Tiger)<br>A- 201, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India<br>Tel.:- PH. NOS. : +91 79-40016837/ 835 / 886 / 887 / 802 / 852 / 865 / 800, Fax:- 91 - 079 – 40016876. |



|     |  |   |   |
|-----|--|---|---|
|     |  |   | You are requested to contract the agency for further guidance on e-tendering process  |
| 17. | Any additional Information   | : | The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes & charges , cost of the insurances as specified in the tender, cost towards testing of materials supplied, wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work. However, <b>GST on work contract will be paid extra as applicable.</b> |
|     | <b>Notes:</b>  |   |   |
| a)  | All Bidders are informed that, price bidding for the work will be through e-tendering method. The bill of quantity of tender i.e <b>"Price Bid"</b> is to be submitted online on e-tendering portal. Orders will be placed on the basis of closing price by bidders in the "Price Bid.   |   |   |
| b)  | The Bidders are expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required as per the Tender Documents or submission of bids not substantially responsive to the Tender Documents in every respect will be at the Bidders risk and shall result in rejection of the Tender.                |   |   |
| c)  | In case the date of submission of Tender Processing Fee, EMD, Online Price Bid is declared as a holiday, the respective date will be considered on the next working day at the same time. The bidder, who is the authorized representative and participating on behalf of company/ Dealer/vendor, should have a valid digital signature certificate (DSC) for this tender. |   |   |
| d)  | The SBIIMS reserves the right to cancel or postpone or modify the tenders at any   |   |   |



|    |   |
|----|---|
|    | stage without assigning any reason.   |
| e) | Since bidder has to quote item-wise rates and Gross Total Amount for the entire work in on-line Price Bid, therefore they are strongly advised to visit site before submitting their Price Bid to make the work complete in all respects in the stipulated time.  |
| f) | Corrigendum, if any, is to be followed as published in <a href="https://etender.sbi/">https://etender.sbi/</a> portal only.   |
| g) | <b>If the L1 bidder quotes abnormally low (below 10% of the estimated cost), he will be required to furnish a <u>Performance Guarantee Bond or STDR in the joint name of the Asstt. General Manager(P&amp;E), SBI, LHO, Guwahati and the contractor on the accepted tender amount in addition to the Security Deposit amounting to 2% of the accepted tender amount</u>, which will be released after virtual completion of the work.</b> |
|    | <p><b>(For and on behalf of State Bank of India)</b></p> <p><b>Sd/-</b></p> <p><b>Circle Head &amp; Assistant Vice President(Civil)</b></p> <p><b>SBIIMS, Circle office, Guwahati.</b></p>  |





## **BUSINESS RULES FOR e-TENDERING**

**Name of Work / Project:- AIR-CONDITIONING WORK AT GEETANAGAR BRANCH,  
GUWAHATI Vide TENDER ID GUW201908041 dated 13.08.2019.**

|   |   |
|---|---|
| BUYER NAME                              | State Bank of India   |
| E-TENDERING TO BE CONDUCTED BY          | SBI Service Provider:<br><br>M/s e-Procurement Technologies Ltd. (Procure Tiger)<br>A- 201, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India<br>Tel.:- PH. NOS. : +91 79-40016837/ 835 / 886 / 887 / 802 / 852 / 865 / 800, Fax:- 91 - 079 – 40016876.  |
| DATE & TIME OF<br><br>ON-LINE PRICE BID | <b>On 20.08.2019 from 12:00 Noon to 05:00 PM.</b><br>in e-Tendering Website : <a href="https://sbi.abcprocure.com">https://sbi.abcprocure.com</a>   |
| DOCUMENTS ATTACHED                      | i) Notice Inviting Tenders (NIT)<br>ii) Business rule for finalization of tender<br>iii) Terms & conditions of E-Tendering<br>iv) Process Compliance Statement (Annexure I)<br>v) TERMS & CONDITIONS OF THE CONTRACT<br>vi) SPECIAL CONDITIONS OF THE CONTRACT<br>vii) Bid Confirmation (Annexure –II)<br>viii) BOQ- Break-up-of Quantity (Annexure-III)<br>ix) Electrical installation work terms & conditions<br>xi) Contact Information. |



Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI may resort to “**E-TENDERING PROCESS**” which comprises of on-line **Price Bid**.

1. For the proposed e-Tendering Process, already empanelled vendors for the said purpose who qualified in Technical Bids 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 , 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 e-Tendering Process. Without this the vendor will not be eligible to participate in the event.
6. E-Tendering Process will be conducted on schedule date & time.
7. At the end of E-Tendering Process, 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 E-Tendering 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 vender to conduct business with SBI as per prevailing procedure.



### **Terms & Conditions of E-Tendering Process**

1. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

2. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, SBIIMS and / or ETL shall take action as appropriate.

3. LOWEST BID OF A BIDDER: In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work

4. E-TENDERING TYPE: a) Online Sealed Price Bid.

5. E-TENDERING WINNER: At the end of the Price Bid, who quoted the lowest Grand Total Price(L1 Price) will be the winner.

6. GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the e-Tendering site using the Login Ids and passwords given to them.

7. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS to any other party.
- SBIIMS's decision on award of Contract shall be final and binding on all the Bidders.
- SBIIMS along with ETL can decide to extend, reschedule or cancel any E-Tender. Any changes made by SBIIMS and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.



- ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- ETL is not responsible for any damages, including consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B

- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event**
- **All the Bidders are required to submit the Agreement Form (Annexure- I) duly signed to M/s e-Procurement Technologies Pvt. Ltd, Ahmedabad and copy of the same to be send to SBIIMS along with technical bid as mentioned in the above NIT before due date.**



## Process Compliance Form

## Annexure- I

(The bidders are required to print this on their company's letter head and sign, stamp and send the scanned copy to service provider and hard copy / scanned copy to SBIIMS, Guwahati Circle)

To

Date:

**e-Procurement Technologies Ltd. (Procure Tiger)**  
**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: Agreement to the Process related Terms and Conditions for the e-Tender**

Dear Sir,

This has reference to the Terms & Conditions for " e-Tendering for **AIR-CONDITIONING WORK AT GEETANAGAR BRANCH, GUWAHATI Vide TENDER ID GUW201908041 dated 13.08.2019**

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the all the terms & conditions specified in the tender, Commercial Terms and the Business rules governing the e-Tendering Process 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-Tendering tool and have understood the functionality of the same thoroughly.
4. We confirm that SBIIMS and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-Tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-Tendering event.
5. We understand that in the event we are not able to access the e-Tendering site, we may authorize ETL to bid on our behalf by sending a fax containing our offer price before the e-Tendering close time and no claim can be made by us on either SBIIMS or ETL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
6. I/we do understand that ETL may bid on behalf of other bidders as well in case of above mentioned exigencies.
7. We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
8. We also confirm that we will fax the price confirmation of our quoted price as per Annexure II and the format as requested by SBIIMS/ ETL.
9. We, hereby confirm that we will honour the Bids placed by us during the e-Tendering process.
10. **I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We will quote our rates in the indicative price bid and subsequent E-Tendering.**

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 [birva@procuretiger.com](mailto:birva@procuretiger.com) / [hemang@procuretiger.com](mailto:hemang@procuretiger.com) / [sbiims.circleguw@gmail.com](mailto:sbiims.circleguw@gmail.com).



## **TERMS & CONDITIONS OF THE CONTRACT**

### **GENERAL INSTRUCTIONS TO THE TENDERERS**

#### **1.0 Scope of Work**

Tenders are invited by SBIIMS on behalf of State Bank of India for **AIR-CONDITIONING WORK AT GEETANAGAR BRANCH, GUWAHATI Vide TENDER ID GUW201908041 dated 13.08.2019**

**1.1 Site and Its Location:** The proposed work is to be carried out at ABOVE MENTIONED SITE.

#### **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 workmen like manner,

- a) Instructions to tenderers
- b) General Conditions of Contract
- c) Special Conditions of Contract
- d) Technical Specifications
- e) Drawings
- f) 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:

- a) Price Bid
- b) Drawings
- c) Technical Specifications
- d) Special Conditions of Contract
- e) General Conditions of Contract
- f) Instructions to Tenderer

2.3 The tender documents are not transferable.

#### **3.0 Site Visit**

The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The



tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc; The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

#### **4.0 Earnest Money Deposit(EMD) :-**

4.1 The tenderer are requested to submit the Earnest Money AS SPECIFIED to be deposited to A/C No. 10242804581 (SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account) maintained at SBI, Dispur Branch (IFSC code-SBIN0003030).

4.2 No interest will be paid on the EMD.

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

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

4.5 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 SBIIMS or after it is accepted by the SBIIMS, 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.

#### **5.0 Initial Security Deposit(ISD) :-**

The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD to be deposited to A/C No. 10242804581 (SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account) maintained at SBI, Dispur Branch (IFSC code-SBIN0003030) within a period of 15 days of acceptance of tender.

#### **6.0 Security Deposit :-**

6.1 Total security deposit shall be 5% of final certified Bill 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 without interest on the basis of certifying the virtual completion. The balance 50% would be paid to the contractors without interest within 15 days after the end of the defect liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.





**6.2** No interest shall be paid to the amount retained by SBI 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 (draft agreement attached herewith) within 7 days from the receipt of intimation of acceptance of his tender by SBIIMS. However, the written acceptance of the tender by the Bank will constitute a binding agreement between SBI and successful tenderer whether such formal agreement is subsequently entered into or not.

### **8.0 Completion Period**

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of **45 days** from the date of handing over site or 10 days from the date of issue of letter of acceptance of Bank whichever is later.

### **9.0 Validity of Tender**

Tenders shall remain valid and open for acceptance for a period of three months from the date of E-Tendering Process. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

### **10.0 Liquidated Damages**

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

### **11.0 Rates and Prices**

**11.1** The tenderers shall quote their rates for individual items including Grand Total tendered amount through online submission in the Price Bid as per the attached BOQ of this tender. The rates quoted shall be firm and shall include all costs of labour, material, allowances, taxes if any (other than GST) as may be applicable. No extra claims/PVA by any means due to increase rates etc. will be entertained. Bank will only pay GST in addition to quoted rates AS APPLICABLE.

**11.2** Rates as bid in the “Price Bid” will be the basis of final order placement.



## **Form of Tender**

**To**  
**The Circle Head & Assistant Vice President (Civil) ,**  
**SBI Infra Management Solutions Pvt. Ltd.**  
**Guwahati Circle Office**  
**3rd Floor, SBI Guwahati LHO Building,**  
**P.O. Assam Sachivalaya,**  
**Dispur-781006.**

Dear Sir,

**Re: AIR-CONDITIONING WORK AT GEETANAGAR BRANCH, GUWAHATI Vide TENDER ID G UW201908041 dated 13.08.2019**

1. I/We refer to the tender notice issued by the Bank for above work at above mentioned site.

2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, conditions of contract, specifications, and bill of quantities at the respective rates quoted in the bill of quantities.

3. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions. Subject to above, I/We do hereby agree, should this tender be accepted in whole or in part, to:

a) Abide by and fulfil all the terms and provisions of the said conditions annexed hereto.

b) Complete the works within 45 days as stipulated in two or three shifts if considered necessary by the Bank/Consultant at no extra cost to the Bank.

4. I/We have deposited the Tender Processing Fee(non-refundable), Earnest money deposit in the specified A/Cs and also submitted Process Compliance form confirming our acceptance of all the tender terms & conditions stipulated in the tender. I/We note, the Earnest Money Deposit will not bear any interest and is liable for forfeiture:

i) If our offer is withdrawn within the validity period of acceptance.

Or

ii) If the Contract is not executed within 10 days from the date of receipt of the letter of acceptance.

Or



iii) If the work is not commenced within 10 days after issue of work order or handing over of site whichever is later.

5. I/We understand that you are not bound to accept the lowest or any tender you receive.

6. Name of Partners/Directors of our Firm :

- i)
- ii)
- iii)

Yours faithfully

Name of Partner/Director of the firm authorized to  
Sign or Name of person having power of attorney to  
sign the contract (Certified true copy of Power of  
Attorney should be attached)

Signature:  
Designation:

Signature and address of witness

a) Signature:

Name:

Address:

b) Signature:

Name:

Address:



## Draft of ARTICLES OF AGREEMENT

### (to be executed between SBI and the Contractor)

ARTICLES OF AGREEMENT made at .....on this .....day of ..... between the State Bank of India, a Corporation constitute under the State Bank of India Act, 1955 and having its LHO at Dispur, Guwahati and many other places (hereinafter referred to as "the OWNER") on the ONE PART

AND M/s.....having its registered office at .....(hereinafter referred to as the 'Contractor' on the OTHER PART.

WHEREAS the Owner is desirous of executing .....work at..... (hereinafter called the 'works')

AND WHEREAS for the purpose of executing the above said 'works', SBI Infra Management Solutions Pvt. Ltd., Guwahati Circle Office, Dispur, Guwahati a wholly owned subsidiary of SBI (hereinafter called 'SBIIMS'), had called E-Tender ( through service provider M/s e-Procurement Technologies Pvt. Ltd. Ahmedabad)) on behalf of THE Owner vide Notice Inviting Tender No..... dated ....

AND WHEREAS SBIIMS has caused the plans, drawings and specifications, price schedule of quantities of the work to be executed at the SBI ..... as per conditions of the contract and special conditions prepared subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the Contractor has deposited with the owner Rupees..... as security deposit for the due performance of the agreement AND WHEREAS SBIIMS issued work order therefore to the contractor vide letter No..... dated.....

AND WHEREAS said drawings.....inclusive of the specifications, priced schedule of quantities, condition 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.

Agreed to execute upon and subject to the conditions set forth herein and Schedule of Items and quantities general conditions of contract, Specification and all correspondences exchanged by or between the parties from the submission of tender till the award of work, both letter inclusive, (all of which are collectively hereinafter referred to as "the said condition") the work shown upon the said drawings and/ or described in the said specification and included in the schedule of items and quantities at the respective rates therein at of such other sum as shall become payable there under (Hereinafter referred to as "the said contract amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payment to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions executed the completed the works shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor by the said owner through SBIIMS as described in the said specifications and the said priced schedule of quantities.
2. The owner will pay to the contractor the sum of Rs.....(Rupees..... ), hereinafter call the contract sum or such other sum as shall become payable hereunder at the times and in the manner specified in the said condition. 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 .....as above mentioned, and shall subsidiary works connected therewith within the same site as may be ordered to be done from time to time by SBIIMS even through 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 hereinafter stated the owner through SBIIIMS reserves to himself 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 alternations or variations shall be carried out without prejudice to this contract.
6. The said condition 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 perform the same on their part 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 Owner 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 hereinabove written

WITNESS

EXECUTANTS

1.

1. OWNER

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 director etc. as the case may be affixing common seal may be initial in token thereof and also by putting their names.



## **GENERAL CONDITIONS OF CONTRACT**

### **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.

1.2 “Employer” shall mean State Bank of India (client) having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and includes the client's representatives, successors and assigns.

1.3 ‘The Contractor’ shall mean the name of the contractor 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.

1.4 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.

1.5 ‘Engineer’ shall mean the representative of the SBI.

1.6 ‘Drawings’ shall mean the drawings prepared by the employer 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 ‘

1.7 ‘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.



1.8 'Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the employer.

1.9 "Month" means calendar month.

1.10 "Week" means seven consecutive days.

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

## **2.0 Language**

The language in which the contract documents shall be drawn shall be in English. All communications by employer & Contractor will be in English

## **3.0 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 Employer.

## **5.0 Letter of Acceptance**

Within the validity period of the tender the Employer will 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 Employer and the contractor.

**5.1 Contract Agreement:** On receipt of intimation of the acceptance of tender from the Employer the successful tenderer shall be bound to implement the contract and within seven 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 SBIIMS through its Architects/ Consultants are the properties of the SBI. They are not to be used on other work.

**6.1 Detailed drawings and instructions:** The SBIIMS through its Architects/ Consultants shall furnish with responsible 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 is to prepare a detailed program schedule including therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBIIMS through the Architect/ Consultant.

## **7.0 Copies of Agreement**

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 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 any one not skilled in the work assigned to him. Workman whose work or behaviour is found to be unsatisfactory by the SBIIMS/ architect/ consultant he shall be removed from the site immediately.

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

Permits and license 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 contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBIIMS in writing under intimation of the Architect/ Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the 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, except due to causes beyond his control and due to his fault or negligence.

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

### **13.0 Inspection of work:**

The SBIIMS/ Architect /Consultant or their representative shall at all times have access to the work site and / or to the workshop, factories, or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the



SBIIMS, Architect/ consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBIIMS /architect/consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBIIMS/architect/consultant except the representative of public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization, a wing of central Vigilance 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 Employer and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

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

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with architect/consultant instructions and shall be subject from time to time to such tests as the architect/ consultant/ SBIIMS may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the architect/consultant.

**i) Samples:** All samples of adequate number, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature the samples cannot be presented or prepared at the site detailed literature/ test certificate of the same shall be provided to the satisfaction of the Architect/consultant. Before submitting the sample/literature the contractor shall satisfy himself that the material/ equipment for which he is submitting the sample/ literature meet with the requirement of tender satisfaction. Only when the samples are approved in writing by the Architect/consultant the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be sign by the Architect/ consultant for identification and shall be kept on record at site office until the completion of the work for inspection/ comparison at any time. The Architect/consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing



delay on the approval of the materials/ equipment etc. shall be to the account of the contractor.

**ii) Cost of tests:** Test provided for in the specifications or BOQ :

- a) The cost of making any test shall be borne by the contractor
- b) Test not provided for in the Specifications of BOQ :If any test is ordered by the Architect/ consultant /SBIIMS which is either to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/ approved laboratory, then the cost of such test shall be borne by the contractor.

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

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment 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 Employer 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 and quantities. 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 Employer 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 Employer in taking such measurements and calculation and



to furnish all particulars or to give all assistance required by any of them. The representative of the Employer 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 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 Employer shall vitiate the contract. In case the Employer 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 Employer 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 Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer 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 Employer 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 Employer 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 Employer 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 Employer) the workman's name and materials employed be delivered for verifications to the Employer 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, labor, 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 Employer, the contractor shall ensure that the following works have been completed to the satisfaction of the Employer.

- 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 Employer and shall clear, level and dress, compact the site as required by the Employer.