SBI INFRA MANAGEMENT SOLUTIONS PVT LTD
(WHOLLY OWNED SUBSIDIARY OF SBI)

INVITES TENDERS ON BEHALF OF SBI, LHO, THIRUVANANTHAPURAM

IN TWO BID SYSTEM THROUGH E-TENDERING

FOR

CONSTRUCTION OF STRONG ROOM AT FIFTH FLOOR OF KSHB BUILDING, SANTHINAGAR, TRIVANDRUM.

Last date for submission of Technical bid: 3.00 P.M. (IST) on 24.10.2018

Opening of Technical bid: 03:30 P.M. (IST) on 24.10.2018

The Assistant General Manager
SBI Infra Management Solutions Pvt. Ltd.
4th Floor, SBI LHO Building
Poojappura, Thiruvananthapuram-695012

(Name & Address of Contractors)

NIT No: 33/2018-19

Tenders are invited in two bid system from the empanelled contractors for **Construction of strong room and other allied works AT SBI, KSHB, SANTHINAGAR, TRIVANDRUM (5th floor) by State Bank of India Infra Management Solutions Pvt. Ltd., (SBIIMS)**

Name of work	Estimated cost	EMD amount
Construction of Strong room and other works at SBI, KSHB, Santhinagar, TVM.	Rs 13,46,262/-	Rs.13500/-

EMD	Rs.13,500/-(Rupees Thirteen thousand Five hundred only) in the form of DD in favor of '**State Bank of India'** payable at **Thiruvananthapuram**. (**Without EMD, tender will be rejected)**
Cost of the tender	Rs.3,000/-(Rupees Three thousand only) in the form of DD in favor of '**SBI Infra Management Solutions Pvt. Ltd**" payable at **Thiruvananthapuram**. Tender document fee is to be submitted even if the tender document is downloaded from the website by the tenderer. (**Without the cost, tender will be rejected)**
Issue of tender	03.10.2018 to 24.10.2018
Completion Time	45 days from the date of commencement of work. Time is the essence of the Contract. Delay will be penalized suitably @1/2 % per week of delay subject to a maximum of 5% of the contract amount.
Date of submission of tender	24.10.2018 upto 3:00 pm
Date & time of opening of technical bid	24.10.2018 at 3:30 pm .Technical Bid of those firms / contractors who do not submit EMD and Tender fees shall be rejected. Representatives of Bidder may be present during opening of Technical Bids. However Bids would be opened even in the absence of any or all the bidder's representatives. Technically qualified vendors will be intimated to submit the price bid on sbi website 'etender.sbi' on the date fixed by SBIIMS. Price bids submitted will be

	opened on the same day.
Bidder Contact Details.	Bidder to provide following information. 1) Name of Company. 2) Contact Person. 3) Mailing address with Pin Code. 4) Telephone number and Fax number. Mobile Number and E-MAIL.
Agency for arranging online bidding (for short-listed vendors).	M/S e-procurement Technologies limited, Ahmedabad. E-tendering guidelines may be obtained from Mr. Yashraj Singh Rathod, Business Development Executive. Phone: 079 – 40016815 / 24 / 26 / 14. Cell: 9879996111. E-mail: yashrajsinh@auctiontiger.net
Tender to be submitted to	**The Assistant General Manager (SBIIMS)** **SBI Infra Management Solutions Pvt. Ltd.** **4th Floor, SBI LHO Building** **Poojappura, Thiruvananthapuram-695012**
For any clarification and drawings please contact	Smt. Ushakumari.L- 9447722666
All the terms and conditions and other documents in the Technical bid shall be signed, stamped by the tenderers and submitted to us.	

The SBIIMS reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

All the prospective bidders should be prepared for the online submission of price as per the BOQ enclosed.

SCOPE OF THE WORK

Construction of strong room at SBI, KSHB, Santhinagar, Trivandrum (5th floor) after doing necessary modifications as required.

1. Only the contractors empanelled with **erstwhile State Bank of Travancore and State Bank of India, Local Head Office Thiruvananthapuram** for doing Civil or Civil & Public Health works costing above Rs. 10 lacs.

   The tender documents duly completed and signed and stamped in all pages shall be submitted in a sealed envelope superscribed on top as "**Construction of strong room and other allied works at 5th floor of SBI, KSHB, Santhinagar, Trivandrum"** and addressed to the undersigned and dropped in the tender box kept at the following address on or before the scheduled date and time:

   The Assistant General Manager (SBIIMS)
   SBI Infra Management Solutions Pvt. Ltd.
   4th Floor, SBI LHO Building
   Poojappura, Thiruvananthapuram-695012

2. The technical bid will be opened in the office of The Assistant General Manager (SBIIMS) SBI Infra Management Solutions Pvt. Ltd., 4th Floor, SBI LHO Building, Poojappura, Thiruvananthapuram-695012 on the aforesaid date & time in the presence of tenderers who may wish to be present. On-line Price bidding of the technically qualified contractors will be carried out through e-procurement technologies ltd.

   EARNEST MONEY DEPOSIT (EMD): The Earnest Money Deposit should be submitted in separate envelope in the form of a DD/BC drawn in favour of the 'State Bank of India' payable at Thiruvananthapuram (Tenders without EMD and cost of the tender will be rejected). Bank is not liable to pay any interest on Earnest Money. The EMD for unsuccessful tenderer shall be refunded to them without any interest after the decision to award the work is taken. The EMD of the successful tenderer shall be retained as part of Security Deposit and for the due fulfillment of the contract. If the successful tenderer refuses to take up the work/does not start the work in time the EMD will be forfeited and the work order will be cancelled.

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3. COMPLETION PERIOD : 45 days

   Time is the essence of the contract. The entire work shall be completed by the Contractor in stipulated period from the date of receipt of letter of intent issued by the Bank. The date of commencement of work at

site shall be within three days from the date of receipt of letter of intent or the date of handing over of the site whichever is earlier. The contractor should strictly adhere to the completion time schedule.

4. LIQUIDATED DAMAGES: If the work is not completed in the specified time, the contractor will be levied liquidated damages @ ½ % per week subject to a maximum of 5% of the contract amount. The tenderer must obtain for himself in his own responsibility and at his own expenses all the information necessary for the purpose of filling the tender and to enter into a contract with the Bank, he must examine the drawings, specifications, conditions etc., and must inspect the site of work and must acquaint himself with all the local conditions and matters pertaining thereto. The tenderer shall also bear all expenses in connection with the submission of this tender.

5. The tenderer whose tender is accepted is bound to execute a formal agreement with the Bank which will include the duly completed form of tender, specifications conditions, other papers therein, special conditions, all drawings etc., but his liability will commence from the date of the written acceptance of the tender whether the formal agreement is drawn or not. The contractor shall bear all expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required.

6. The quantities indicated in the BOQ are only probable quantities and are liable to alteration by omission, reduction or addition. Payment shall be made on the basis of actual quantities of work done at the accepted rates. No alterations which are made by the tenderer in the drawings, specifications or in probable quantities accompanying the tender will be recognized and the tender is likely to be invalidated. Remarks and explanations should be given in a separate cover along with EMD and will become binding only if specially accepted in writing by the Bank at the time of acceptance of tender.

7. INITIAL SECURITY DEPOSIT (ISD): The successful tenderer has to deposit with the Bank an amount equal to 2% of the tender amount minus EMD in the form of DD/BC within two weeks of award of the work as part of the security deposit.

8. SECURITY DEPOSIT (SD): Apart from EMD and ISD as mentioned above, Security Deposit shall be deducted from bills of the contractor @ 10 % of the gross value which includes the initial security deposit and EMD subject to a maximum of 5% of the tender amount / amount of work done. Security deposit shall not bear any interest.

9. TENDER VALIDITY: The tenders submitted shall remain valid for acceptance for a period of Ninety days from the date of their opening. Should any tenderer withdraw his tender the tender before the expiry of the said period of makes any modifications to his tender, the tender shall be treated as having been rejected or abandoned and his EMD will be forfeited.

10. The Bank does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning of reasons thereof. Further, the bank reserves the right to award any portion of the work to different tenderers or to award the entire work to one tenderer.

11. The compensation or other sums of money payable by the contractor to the Bank under the terms of contract may be deducted from his EMD/ SD if the amount so permits and the contractor shall unless such deposits become otherwise payable within ten days, after such deductions, make good in cash the amount so deducted.

12. The work shall be carried out under the directions and supervision of and subject to the approval in all respects by the Bank's Engineer.

13. The work has to be done inside an existing office. The contractor shall carryout work without causing inconvenience to the officials working in the premises and must remove the day to day debris from the site. Necessary site protection works shall be carried out by the contractor at his own cost before commencement of the work.

14. On acceptance of the tender the contractor shall in writing submit to the Bank the names of his accredited representatives who will be responsible to take instructions from the Bank.

15. The work or any part of it shall not be transferred assigned or subject without the consent of the Bank.

16. The contractor shall be required to co-operate and work in accordance with and afford reasonable facilities for such other agencies / specialists as may be employed by the Bank on other work/sub works in connection with the work.

17. The contractor is required to comply with all acts of Government relating to labour and the rules and regulations made there under from time to time and submit at the proper times all particulars and statements required to be furnished to the labour authorities.

18. In carrying out the work, the contractor shall comply with the provisions of the safety code. The rates shall be inclusive of all taxes, cost of materials, labour, scaffolding, ladders, lifting of the materials etc.

19. Bank will not take any responsibility to provide any material including water / electricity. However, contractor may use the available water /power supply without causing any inconvenience to the Bank functioning by paying consumption charges as per the prevailing rates. IT, Labour Welfare fund and any other taxes as applicable from time to time will be deducted at source as per the rates prevalent at the time of payment of bill.

20. The rate quoted should include SGST & CGST etc. And Bank shall not consider any claim whatsoever in this regard. Income tax at the prevailing rates will be deducted from the contractor's bill.

21. The rates quoted shall be firm till completion of work and no escalation shall be considered.

The employer is entitled to deduct all taxes and rates as per existing laws and rules, from any moneys due or that may become due to the contractor. The contractor shall indemnify the employer from and against all claims, demands, proceedings, damages cost and expenses which may be brought or made against the employer or to which it may be put by reason of the contractor not conforming to or complying with any of the provisions or requirements of any act or sections, Central or State rules and regulations Bye laws of local authorities Panchayat, Collector of any other companies relating to or in water, light or amenities at the site.

22. Responsibility for safety of building: The contractor shall be responsible the safety of the works (including the materials temporary buildings and plants) until they are taken over by the employer and they shall stand at their risk and be in the sole charge of the contractor who shall be responsible for and must with all possible speed make good all damage from whatever cause. **All the debris shall be removed and transported to remote place outside the premises.**

23. The contractor shall provide at his own cost all materials (except such materials if any, as may in accordance with the contract be supplied by the employer) machinery, plant tools, appliances, implements, ladders, cordage, tackle, scaffolding, in fact everything necessary or proper for the proper execution of work, whether the same may or may not be particularly shown or inferred there from and if the contractor finds any discrepancy in the drawings or between the drawings, schedule of quantities and specifications he shall immediately and in writing refer to

the Bank who shall decide which is to be followed. **For transportation of materials to 5th floor, the service of lift will not be permitted.**

24. Payment will be released only after completion of the work to the satisfaction of the Bank. However, interim bills will be considered subject to ceiling as mentioned in the appendix.

25. The contractor has to undertake repairs / rectifying the defects whatsoever during the defects liability period.

26. The costs of the tests and of the materials and labour and equipment, involved in the testing operations shall be borne by the contractor.

27. The tender form must be filled in English and all entries must be made by hand and written in ink. The tenders must be submitted in the prescribed format only. The tenderer must quote the rates and amount in the Bill of Quantities. The rates should be written both in words and figures without any erasures and alterations.

a. However, if errors are made, the wrong figures or words must be neatly scored out under full signature of the tenderer and the correct figures and words neatly rewritten. Over writing is not permitted.

b. Errors in the Bill of Quantities (BOQ), rates and amount shall be dealt with in the following manner:

i) In the event of a discrepancy between the rates quoted in words and the rates in figures, the quotient of the total amount divided by the quantity shall be taken into consideration.

ii) In the event of an error occurring in the amount columns as a result of wrong multiplication and extension of unit rate and quantities, the unit shall be regarded as firm and the amount shall be amended accordingly.

iii) All errors in totaling the amount column and in carrying forward, the totals shall be corrected.

28. The applicant should have a **valid digital certificate.** Proof of the same shall be submitted on the date specified for opening of technical bid. Only technical bids will be opened. The price bid of the qualified tenderers will be obtained through e-tendering through E-procurement Technologies Ltd.

SAMPLE BUISNESS RULE DOCUMENT

ONLINE E-TENDERING FOR PROPOSED CONSTRUCTION OF A STRONG ROOM AND OTHER WORKS AT 5TH FLOOR OF SBI, KSHB, SANTHINAGAR,TRIVANDRUM.

Business rules for E-tendering:

1. Only technically qualified contractors will be invited by the SBIIMS will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online submission of bids on Internet.
2. In case of e-tendering, SBIIMS will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
3. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
4. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
5. The Contractors will be required to submit the various documents in sealed Envelope to the office of SBI Infrastructure Solutions Pvt Ltd. at the address mentioned hereinbefore by the stipulated date i.e. (1) Technical Bid duly signed and stamped on each page (2) Demand Draft of specified amount of EMD (3) Demand Draft of Application Fees. Contractors not submitting anyone or more documents shall not be eligible to participate in the on-line price bidding.
6. E-tendering will be conducted on schedule date &time.
7. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

Terms & conditions of E-tendering:

SBIIMS shall finalize the Tender through e-tendering mode for which M/s. e-Procurement Technology, Ahmedabad has been engaged by SBIIMS an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

8. E-tendering shall be conducted by SBIIMS through **M/s.e-Procurement Technology, Ahmedabad.**, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be)it is the bidders 'responsibility.
   In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements /alternatives such as back–up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBIIMS is not responsible for such eventualities.

9. M/s. **e-Procurement Technology, Ahmedabad** .shall arrange to train nominated person(s), of the bidder without any cost. They shall also explain to the bidders all the Rules related to the E-tendering. The bidders are required to give their compliance on it before start of bid process.

10. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online-tendering.

11. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBIIMS/ their appointed Architects.

12. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

13. Procedure of E-tendering:

i. Online-tendering:

(α) The hardcopy of the Technical as well as Price Bid is available on the Bank's website during the period specified in the NIT.

(β) Online e-tendering is open to the bidders who are technically qualified for participating in the price bidding as per provisions mentioned hereinabove through SBIIMS approved Service Provider.

(χ) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.

(δ) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

(ε) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.

(ϕ) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as ***"Incomplete Tender***" and shall be liable for rejection.

14. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. **e-Procurement Technology, Ahmedabad**. The Bidders are requested to change the Password after the receipt of initial Password from M/s. **e-Procurement Technology, Ahmedabad**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

15. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBIIMS shall be at liberty to take

action as per the tender terms and conditions including forfeiting their EMD

16. At the end of the E-tendering, SBIIMS will decide upon the winner .SBIIMS decision on award of Contract shall be final and binding on all the Bidders.

17. SBIIMS shall be at liberty to cancel the E-tendering process /tender at any time, before ordering, without assigning any reason.

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

19. Other terms and conditions shall be as per techno-commercial offers and other correspondences in this regard.

20. **OTHER TERMS &CONDITIONS**:

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

N.B.:- All the Bidders are required to submit the Process Compliance Statement (Annexure-II) duly signed to M/s. e-Procurement Technology, Ahmedabad.

- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.

PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

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

To,
M/s. e-Procurement Technology,
B-705, Wall Street - II, Opp. Orient Club, Ellis bridge,
Ahmedabad – 380006,
State Gujarat, India

Email:yashrajsinh@auctiontiger.net, sujith@eptl.in web:-https://etender.sbi
D: +91 079-40270579/580/567/596, 079-40016815, 93745197554, 9879996111

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR CONSTRUCTION OF A STRONG ROOM AND OTHER WORKS AT 5TH FLOOR OF SBI, KSHB, SANTHINAGAR,TRIVANDRUM.

Dear Sir,

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

1) The undersigned is authorized representative of the company.
2) We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of SBIIMS as well as this document and confirm our agreement to them.
3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
4) We confirm that SBIIMS and M/s. **e-Procurement Technology, Ahmedabad** shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-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 confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.**
   We, hereby confirm that we will honor the Bids placed by us during the E-tendering process.

With regards, Date:

Signature with company seal Name:
Company / Organization:

Designation within Company / Organization: Address of Company / Organization:
(Scan it and send it to the service provider, after short-listing)

UNDERTAKING TO BE SUBMITTED BY TENDERER

To
The Assistant General Manager (SBIIMS)
SBI Infra Management Solutions Pvt. Ltd.
4th Floor, SBI LHO Building
Poojappura, Thiruvananthapuram-695012

Dear Sir,

TENDER FOR "CONSTRUCTION OF A STRONG ROOM AND OTHER WORKS AT 5TH FLOOR OF SBI, KSHB, SANTHINAGAR,TRIVANDRUM"..

Having duly examined the tender document including the drawings, specifications, designs, Bill of Quantities relating to the works specified in the underwritten memorandum and having visited the site of the said work and having acquired all the requisite information relating thereto as affecting this tender. I / We hereby offer to execute the works specified in the underwritten memorandum within the time specified therein at the rates specified in the schedule of quantities and in accordance, in all respects with specifications, designs, drawings and instructions in writing referred to in the conditions of the tender, the Articles of Agreement, special conditions of the contract and with such materials as are specified by and in all other respects in accordance with such conditions in the schedule of quantities and conditions of contract as applicable.

1. Should this tender be accepted, in whole or in part, I / We hereby agree (i) to abide by and fulfill all the terms and provisions of the said conditions, if the contract annexed hereto and the conditions of the tenders applicable or in default thereof to forfeit to SBIIMS/SBI, Local Head Office, Thiruvananthapuram the sum of money mentioned in the said conditions.

2. I / We agree (i) that should I / We fail to commence the work specified in the above mentioned memorandum the SBIIMS/Bank shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money otherwise the said Earnest Money shall be retained by Bank towards, security deposit mentioned in the above memorandum (ii) to execute all the works referred to therein and to carry out authorized variations as directed by the Bank and as per said conditions of the contract.

SPECIAL CONDITIONS OF CONTRACT

- The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the rates and amounts stated in the schedule of quantities and / or the schedule of rates and amount which rates and amounts shall expect as otherwise provided cover all his obligations under the contract and all matters and this necessary for the proper completion of the works.

- The contractor shall indemnify the employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fee, damage, cost and charges of all and every sort that may legitimately be incurred in respect thereof.

- Work not to be sublet: The whole of the works included in the contract shall be executed by the contractor who shall not directly or indirectly transfer, assign or mutilate the contract or any part thereof or interest therein without the written consent of the employer and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

- Insurance of the works: The contractor shall within 7 days from the date of commencement of the works at his cost and keep them insured until one month after the works and taken over by the employer or three months after the date of completion whichever is earlier, against loss or damage by fire and usual risks other than fire against which insures generally provide cover in a CONTRACTOR'S ALL RISK POLICY' with Names of the employer and contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the employer only and consultant and surveyor's fees for assessing the claim and in connection with his services generally in reinstatement sub-contractor or employee. The contractor shall deposit the policy and receipts for the premium paid with the Bank within a week of the date of commencement of the work unless otherwise instructed by the Bank on his behalf may be due or that may become due to the contractor.

- The contractor shall as soon as the claim under the policy is settled or the work reinstated by the insures should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fine or other such risk had not occurred and in all respects under the same conditions of contract.

- The contractor, in case of rebuilding or reinstatement after fire or other such usual risk shall be entitled to such extension of time for completion as decided by the Bank.

- Accident or Injury to Workman: The Bank 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 Bank or their agents, or employees. The contractor shall indemnify and keep indemnified the Bank against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- Insurance against accidents etc. to workmen: The contractor shall insure against such liability with an insurer approved by the Bank during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the Bank such policy of insurance and receipt for payment for the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligations 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 the Bank is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Bank when such policy of insurance and the receipt for the payment of the current premium

- Local laws, Acts, Regulation: The contractor shall strictly adhere to all prevailing labour laws inclusive of Contract Labour (Regulation and Abolition Act 1970) and other safety regulations. The contractor shall comply with the provisions of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project
  i) Minimum Wages Act 1948 (Amended)
  ii) Payment of Wages Act. 1936 (Amended)
  iii) Work men's Compensation Act 1923 (Amended)
  iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
  v) Apprentice Act 1961 (Amended)
  vi) Industrial Employment (Standing Order) Act 1946 (Amended)
  vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications.
  viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
  ix) Shop and Establishment Act.
  x) Any other act or enactment relating thereto and rules framed there under from time to time.

- In case, of extra items, where similar or comparable items are quoted in the tender, extra rates shall invariably be based on those tender rates to the extent reasonable. In case of extra items, where similar items are not available in the tender, the rates for such items shall be derived as per C.P.W.D analysis of rates or market rates as applicable.

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

(a) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 4th Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram – 695012 and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the bank be in any way liable in respect of any claim by the contractor unless notice of such claim have been given by the Contractor The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 4th Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram – 695012 in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to AGM (SBIIMS), Circle Office, 4th Floor, State Bank of India LHO Building, Poojappura, Thiruvananthapuram – 695012 in writing in the manner and within the time aforesaid.

(b) The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 4th Floor, State Bank of India LHO Building, Poojappura, Thiruvananthapuram – 695012 shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd, 4th Floor, State Bank of India LHO Building, Poojappura, Thiruvananthapuram – 695012 submit his claims to the conciliating authority namely the Circle Development Officer, State Bank of India, Local Head Office, Thiruvananthapuram for conciliation along with all details and copies of correspondence exchanged between him and The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., 4th Floor, State

Bank of India LHO Building, Poojappura, Thiruvananthapuram – 695012.

(c) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

(d) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes of differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act arbitrator.

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

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their settlement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parities. The cost of the reference and of the award (including the fees, if any of the arbitrator)

shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

APPENDIX TO CONDITIONS OF CONTRACT

1.	Name of the work	:	" **Construction of strong room and other allied works AT SBI, KSHB, SANTHINAGAR, TRIVANDRUM**"
2.	Date of commencement	:	Within 3 days from the date of receipt of letter of intent or the date of handing over of the site whichever is earlier
3.	Period of completion	:	45 days
4.	Value of work to be taken for issue of interim certificate for payment	:	Rs 8.00 lacs
5.	Retention money / security deposit	:	5% of the bill amount including the EMD subject to a maximum of the final bill amount
6.	Defect liability period	:	12 months from the date of completion
7.	Refund of security deposit	:	After the expiry of defect liability period
8.	Liquidated damages	:	½ % per week subject to maximum of 5% of the value of work done
9.	Period of honoring final certificate for Payment	:	15 days
10.	Deduction of income tax and GST etc.	:	As per Central / State Government rules
	11.Release of Security deposit after Virtual completion.	:	50% of the total security to be released along with final certificate of payment, but only after removing all his materials, equipment, labour, huts/force, temporary sheds/stores, all his installations, machinery etc., from the site. Balance payment to be released on submission of Bank Guarantee on any Scheduled Bank, Other than SBI, in the prescribed manner and valid till the completion of defects liability period of 12 months plus 3 months

Indicative Price Bid for Strong room construction at 5th floor of SBI, KSHB Building, Santhinagar, Trivandrum. (not to be filled up. For information only)

Sl No	Description	Quantity	Unit	Rate	Amount
1	**DISMANTLING OF BRICK WORK** Dismantling of brick wall carefully by using chiesel to cut & making good wall edges with 1: 4 cement plaster including removal of debris from site.	8	Cu m		
2	**CONCRETE SOLID BLOCK** Providing solid concrete block masonry laid with cement mortar 1:4 etc complete using 6" concrete solid block of approved quality for super structure including curing and hire charges for scaffolding etc., complete as per engineer's direction	35	Cu m		
3	**PLASTERING** Providing cement plaster on to brick /RCC walls Plastering with C.M 1:4, 12mm thick on both sides or as per site conditions . The rate shall be inclusive of any scaffolding required curing etc.. complete	220	Sq m		
4	**RCC WALLS/RCC WORK** Constructing RCC wall in 1:1.5:3 mix (M20) concrete of required thickness as per the structural design. All RCC works should be machine mixed and vibrated , clear cover provided for reinforcement the rate shall be inclusive of any scaffolding required curing etc.. complete.	13	Cu m		
5 (a)	**STEEL REINFORCEMENT FOR ALL RCC WORKS** Providing and laying structural steel reinforcement as per the structural details for the slabs beams, walls, etc. including shuttering , binding etc complete in all respect 12mm dia to steel at 150mm c/c both ways and both faces of wall .(A formation of reinforcement mat of 150mm x 150mm on either face of the wall to be obtained) The reinforcement shall be staggered in such a manner that any view taken at right angles to the mat formation would show reinforcement at every 75mm centre to centre.	2500	Kg		
(b)	Providing and fixing ceiling for strong room, fortified with M S Grills consisting of 20mm rods spaced 75mm centre to centre in angle iron frame work	1700	Kg		

6 (a)	**PAINTING** Finishing the new cement plastered wall with 1coat of primer and painted with 2 coat of plastic emulsion paint after cleaning the surface	250	Sq m		
(b)	Finishing the new welded Grill with 1coat of primer and painted with 2 coat of Enamel paint after cleaning the surface	20	Sq m		
	Total				
	GST@18%				
	Grand Total				