



STATE BANK OF INDIA
LOCAL HEAD OFFICE, KOLKATA
SAMMRIDDHI BHAWAN, 1, STRAND ROAD, KOLKATA-700 001
(A Wholly Owned Subsidiary of State Bank of India)

A. GENERAL TERMS AND CONDITIONS

Dear Sir,

We invite you to quote your item wise rates for the above-mentioned work in the schedule enclosed by considering the following general terms and conditions which are as under:

1. No Tender will be accepted after scheduled time and date. Unsealed Tender will not also be accepted.
2. The contractor should quote rates inclusive of all taxes/duties/levies (Commercial Tax, Education Cess, TDS etc. as applicable to vendor & are subject to deduction at source by the bank from bills/dues) including wastage, transportation of material to the aforesaid work site, etc. The **GST** shall be paid extra as per Govt. rule to the contractor.
3. The tender should remain valid for acceptance by the Bank for a minimum period of **120 days** from the date its opening, which may be extended by mutual agreement and tenderer, shall not cancel or withdraw the tender during this period.
4. **Time is the essence of this contract.** The contractor whose tender is accepted shall take up the work on hand immediately and complete the same **within 30 days for** from the date of receipt of written work order or the date of handing over of the site, whichever is later. No Extension of time is permissible. However, if the contractor does not complete the work within the prescribed time limit, the bank may consider the extension of time limit for completion of the work without prejudice of Bank's right to recover the liquidated damages as per the terms mentioned in the NIT & detail as under.
5. The delay in completion of work beyond stipulated period and without any valid reasons shall be subject to **liquidated damages @ 0.50% per** week subject to maximum amount equivalent to 5% of the contract amount.
6. The tenders received without Earnest Money Deposit in the required form are will be considered as **Non Bondified Tender** & liable for rejection. No interest shall be paid on the said deposit.
7. The EMD of the unsuccessful tenderer will be refunded within 90 days from the date of opening of the tender or finalization of the tender, whichever is earlier.
8. The contractors are requested to acquaint themselves with the site conditions, terms & conditions, schedule of items and technical specifications of the tender before quoting the rates.
9. **Total Security Deposit:** 5% of the value of the contract amount including EMD. Defect liability period of the contract is **12** months. Total Security Deposit will be refunded after completion of defective liability period subject to the condition that the defects due to poor workmanship, materials etc related to the work appeared during this period shall be rectified by the contractor not later than by 28 days from the date of expiry of the defective liability period.
10. The Bank under any circumstances will not entertain the request for payment against material at site. However, payment of running bills could be considered depending on the progress of actual work done subject to verification of measurements etc by the Bank's Engineer. **Minimum value of the R/A bill should not be less than the 50% of the contact value.**



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11. In case, contractor fails to undertake the work at site within 7 days from the date of issue of work order, the Bank reserve the rights to entrust the work to any other contractor at its discretion and earnest money deposit of defaulter contractor will be forfeited.
12. The contractor should quote reasonable and workable rates for individual items. Wherever necessary, contractor, on demand, has to submit rate analysis of desired items within stipulated period.
13. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the prior written consent of the Bank.
14. The contractor shall carryout entire work strictly in accordance with the detailed specifications and instructions of Bank's Engineer. If in the opinion of the Bank, changes have to be made in the layout, the contractor shall carryout the same without any extra cost to the Bank.
15. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract of work and acquaint himself with all local conditions, means of access to the work, nature of work and all matters appertaining thereto. The contractor has to arrange by his own of everything like electricity, water, material storage space and labor license as required for completion of the work.
16. This is an item rate tender. The quantities given in the schedule of items are approximate & payment shall be made only for the quantities executed as per the actual measurement. The contractor is not entitled for any sort of compensation towards the materials procured & stored in excess of the measured quantity, if any.
17. The quantities mentioned in the schedule of items are approximate and no further claims will be entertained for any change in the quantities. Some civil items like plumbing, sanitary and tiling work in toilets, canteen and other areas are provisional. If landlord does not execute these works or workmanship of executed work is not satisfactory, under such circumstances, these works will be executed by the contractor. Contractor shall quote rate accordingly.
18. The bank reserves the right to increase or decreased the tendered quantity of any or every item at any stage of the work. Contractor shall execute the increased quantities of any magnitude at the accepted tendered rate. The contractor's claim for compensations or damages in this respect shall not be entertained.
19. The quantities mentioned in the schedule of items are approximate and no further claims will be entertained for any change in the quantities. Some civil items like plumbing, sanitary and tiling work in toilets, canteen and other areas are provisional.
20. The rates quoted by the contractor shall be firm & fix and no variation will be allowed in individual rates on any account. The rate quoted should be inclusive of all taxes, duties, levies imposed by the Central or State Govt. or local administration and as applicable or become applicable during the completion period.

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21. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. The rates for such items shall be decided by the bank within its sole discretion on the basis of rate analysis prepared by the contractor by considering prevailing market rates of material and labor involved and 10% to 15% contractor's profit.
22. The contractor shall study the schedule of items, technical specifications, drawings, design, etc. for its sufficiency considering all the regulations of local authorities & supply company and code of standard as applicable at the time of submitting the tender and shall bring to the notice addition or deletion, if any, in writing along with the tender.
23. Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of transport condition, availability of labour and materials, access & storage for materials and removal of rubbish
24. The contractor shall strictly comply with the provisions of safety code. And, the Contractor shall strictly comply with the provisions of contract labour acts or any other act pertaining to the contract labor that may be in force or that may be introduced during the currency of contract. Compliance of such acts now or subsequently will be at the contractor's cost.
25. **If This work is in a functioning office building** & has to be done without any hindrance to the functioning of the office within the complex. The working time shall be suitably planned to avoid inconveniences to the staff & office and should be prepared to do it during in night hours.
26. Carriage of material to the work spot & removal of wastes & excess materials from there shall be done without causing any hindrance to the movement of vehicles & staff. All waste material shall not be accumulated at the site in view of limitation of space. The waste shall be disposed off away from the site without any complaints of Civic Authorities & at the contractor risk & cost.
27. Before Commencing the work, Contractor Must get the approval of all the materials brought to the site for the use on writing by the EIC, otherwise it will be deemed as unspecified material are being willfully used. All facilities for prior inspection of materials & & subsequent verification of the work by representatives of the bank made be available, at cost of the contractor.
28. Thickness, quality, shade, texture and brand etc. of the used material, should be as per schedule list and as approved by the Engineer in Charge.
29. The work has to be executed in close & effective co-ordination with another executing agencies & concern department operative in that floor. Material access regulation, Security measures & permissions required to be observed & obtain from competent authority of Bank & act strictly according to them.
30. Rates quoted shall be cleaning inclusive of floor, making good to damaged areas due t.o their workmanship, wall, floor & ceiling or any other material/furniture after completion of work. Rates shall be inclusive of removing all the debris & any other unserviceable materials as per Bank's direct
31. If the contractor performance is found to be unsatisfactory, the bank reserves the right to cancel in part or whole of the contract & gets the work executed through alternative means at the entire risk & cost of the contractor by giving seven days notice. In such cases, the contractor should make good all losses that the bank may incur on account of same.

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32. In case of the contractor abandons the work for any reason whatsoever, the bank shall issue the final notice to the contractor to remain present at the site on due date & time as per the notice. In spite of such notice, the contractor remains absent on site on such due date, the Bank's Engineer will take the measurement of completed part of the work unilaterally, which will be binding on the contractor & the balance work will be got carried out by the bank through any agency at the entire risk & cost of the contractor.
33. In case of any substandard or poor-quality materials used by the contractor in the Bank's work, the same shall be replaced forthwith by Bank's specified materials with bank's **Caution note**. Three such "**Cautioned Note**" issued by the bank will liable the firm to get **De-listed**.
34. **9.CAUTION NOTE: Please note that** the contractor quoting **abnormally low / erratic rates (+/- 15%)** may be asked to **submit rate analysis & performance guarantee** in the form of **DD or Bank Guarantee** issued by any scheduled Bank as per draft supplied by the Bank, within a period of one week before award the work. The amount of said Bank Guarantee shall be equal to **110%** of the difference in tender amount quoted by the contractor and the proposed estimated cost of the work as mentioned in NIT. Alternatively, the contractor may choose to deposit the said amount in the form of STDR/FDR in favor of SBI Infra Management Solution Pvt. Ltd., preferably issued by the SBI. This Bank Guarantee/STDR/FDR will be treated as an additional security deposit for due fulfillment of contract and will be retained by the SBI for entire completion period of the project. The contractor shall undertake not to cancel/withdraw the said Bank Guarantee/STDR. In case contractor fails to undertake the job within stipulated time or leave the same incomplete or carryout substandard job, the bank will be at liberty to forfeit the said initial security deposit and additional security deposit by invoking the Bank Guarantee/en-cashing the STDR/FDR.
35. On acceptance of the tender, the successful tenderer shall be given the work order, in duplicate & duplicate copy has to be returned duly signed by the contractor as a token of acceptance of work order including the terms of contract along with their tender, failure to which their tender is liable for rejection without any notice which please note
36. **SBI. has the right to accept/reject any/all tenders without assigning any reasons whatsoever.**

Sd/-

Assistant General Manager (civil)

P & E Department, LHO Kol.

DECLARATION

I/We confirm that we are submitting our tender duly filed in & rates have been quoted after thorough study of site conditions & above stated contract documents issued by the bank. I/we hereby accord our unqualified consent & agreement to the said conditions.

Place:

Date:

Signature of Contractor

B. TECHNICAL SPECIFICATIONS

1. Scope of Work:

The scopes of work and Items Rates are as per mutually agreed SOR, Drawings, and Specifications. The contractor shall plan, carryout, monitor and complete the work in every respect in accordance with the drawing, contract and in accordance with the directions and to the satisfaction of the Bank and its authorized representative and/ or Assistant Manager – Civil and/or Engineering In-charge, in a proper workmanlike and most cost-efficient manner, maintaining quality and safety performance. The contract shall carryout his obligations under the contract with due care and diligence. The Company may from time to time issue further drawings and/or written instructions, details, directions and explanations in regard to:

IV) List of Approved Brand and/or Manufacturer Civil Work.

SR. NO.	Description	Name of the manufacturer
1.	AAP Membrane	SIKA/Fosroc/STP/Sico
2	Plumbing Fixture/ PVC pipe	ESSCO/Parryware / supreme ISO certified
3	GI Pipes	TATA(Medium)
4.	Synthetic enamel, Distemper, plastic emulsion paints	Berger /Asian /Dulux /Nerolac
5.	Wall Putty	Birla White/ J.K white
6.	Glazing	TATA, Modi Guard or Saintgobain
7	Cement	JK./ Ultratecg/ Acc
8	Sand	Locally available good quality sand approved by EIC
9.	Latex	Sika/cico/fosroc
10	Fire Proof Brick:	As approved by EIC.
1	GI Pipes	TATA(Medium)
2.a	Oil & cement paints All type	Berger /Asian /Dulox /equiv
b	Wall Putty	Birla White/ J.K white
3.	Glazing	TATA, Modi Guard or Saintgobain
4	Cement	JK. Ultratecg, Acc/Lafage/equiv
5	Sand/aggregates	Locally available good quality sand & hard aggregates approved by EIC
6	Ceramic tiles	Johnson / Somany/ Nitco/equiv
7	Double glazed vitrified tiles	Kajaria/ somany/Nitco
8.	Texture Paint	Berger /Asian /Dulox/Nerolac
9.	Vertical Blinds	Vista Levolor/ MAC/Equivalent
10	Reinforcement	SAIL/TATA/Jindal Steel



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Caution: All materials shall be used only after quality check/inspection/approved by EIC.

The challan of the materials or the invoice or the certificate from concerned companies will be required to be submitted if demanded by bank's engineer at the time of submission of the final bill. If the approved brands mentioned as mentioned in the item are not available or requisite shade/ quality is not available, other brand as approved by the Bank's Engineer only to be used for the work. Decision of bank's engineer shall be final and binding on the contract.

DECLARATION

I/We confirm that we shall certify the material from Bank's engineer/Architect prior to use in site as per the above list. I/we hereby accord our unqualified consent & agreement to the said conditions.

Signature of the tenderer with seal

Date:

D.SPECIAL CONDITION OF CONTRACT

- Setting out the work:** a) 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 consultant/ Bank's Engineer 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 consultant/ Bank's Engineer 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.
 - The dimension provided in the schedule as well as in the drawing are likely to vary slightly according to the size & space available in the Premise Area where they are to be provided or placed, Bank have the right to slightly modified the dimensions of the items to suit the site & no claim therefore shall be made by the contractor.
- Protection of works and property:** The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to causes beyond his control.

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3. **Inspection of Work:** The Bank's Engineer/Consultant or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained, and the contractor shall give every facility for inspection and examination and test of the materials and workmanship.
4. **Quality of Materials, Workmanship & Test:** All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Bank's Engineer/Consultant instructions and shall be subject from time to time to such tests as the Bank's Engineer/Consultant 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, labor and materials as are normally required for examining measuring sampling and testing any material or part of the work before/after incorporation in the work for testing as may be selected and required by the Architect/Consultant.
5. **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.
6. **Works to be measured:** The Bank's Engineer/Consultant 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 them in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. 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.



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7. **Bill Submission Format:** The bill shall be as per tender specification as detailed below along with Detail Measurement Sheet. Bill will not be accepted if detail calculation sheet of the quantity executed at site is not being attached. If required, then the contractor may be ask to submit the Manufacturing certificate in due course of bill checking period

Sl. No		Descrip-tion	Unit	Ted rate	Ten qty	Act qty (L/B/D)	Ted amount	Act amount

I/We hereby declare that I/We have read the above terms and conditions /instructions carefully and fully understood and will abide by the same.

Signature of the tenderer with seal

Date:

Place:



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PREAMBLE TO BILL OF QUANTITIES & RATES

Bidders are advised to quote their rates after due consideration of the following pertinent points:

- Actual site conditions including working time that would be available to them as per standing rules
- Material access regulations of the building including permission of use of lifts and stairways etc.
- Temporary storage provision of disposable materials arising out of the work
- Security measures and permissions required to be observed and obtained in consultation with the representatives of the landlords and act strictly according to the same.
- Traffic regulations of the City Police in order to organize trouble free access of materials
- The work has to be executed in close and effective co-ordination with other executing agencies who shall be working simultaneously
- Any other governing issue or issues likely to have impact on the productions rate and cost of work
- **TAXES AND DUTIES**
The tenderer must include in their tender prices quoted for all duties, royalties, cess, excise, sales tax, work contract tax or any other taxes such as Income Tax deducted to vendor or local charges, as applicable etc. No extra claim on this account will in any case be entertained. However, Service Tax as per Service Tax act will be paid on production of Service Tax Registration Certificate and on claim.
- **GOVERNMENT AND LOCAL RULES**
The Contractor shall conform to the provisions of all local Bylaws and Act relating to the work and to the Regulations etc. Of the Government and Local Authorities and of any Bank with whose system the premises is proposed to be connected. The Contractor shall give all notices required by the said Act, Rules, Regulations and By laws etc. and pay all fees payable to such authority / authorities for execution of the work involved. The cost, if any shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations, statutory Clearance etc. and shall defend all actions arising from such claims or liabilities.



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Letter of undertaking

The Assistant General Manager (P&E)
State Bank of India
Local Head Office,
Kolkata

Dear Sir,

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

- That we have fully understood the scope of the work to be carried out and acquainted ourselves to the local working conditions.
- That we shall strictly comply with the specifications laid down in the tender and the directions given by Bank during the execution of the work.
- That our quoted rate is inclusive of all the material cost, labour cost, taxes, duties, transportation, loading & unloading , freight , overhead and profit and Bank shall not entertain any claim whatsoever on this account afterwards.
- That after accepting the work order we shall not back out, failing which the Bank shall be at liberty to forfeit the EMD and take action against us as deemed fit without making further reference to us.
- That after accepting the work order if we could not start the work within three days from the date of issue of work order, the work order will stand cancel and for which the Bank shall be at liberty to forfeit the EMD and take action against us as deemed fit without making further reference to us.
- That we shall use all the materials approved by the Bank and shall not substitute any material without obtaining prior approval from the Bank.
- That we shall complete the work within the stipulated time and we understand that in case of delay on our part is liable for deduction of liquidated damage as stipulated in the tender.
- That we shall attend to any defect in the work done by us which is brought to our notice within the defect liability period, at our cost and shall not claim any extra cost for the same, failing which the Bank shall be at liberty to forfeit the Security deposit without making any further reference to us.
- That we shall adhere to all the safety norms as per stipulations made by the competent authority.

Place:
Date:

Yours faithfully,
(Signature of contractor)