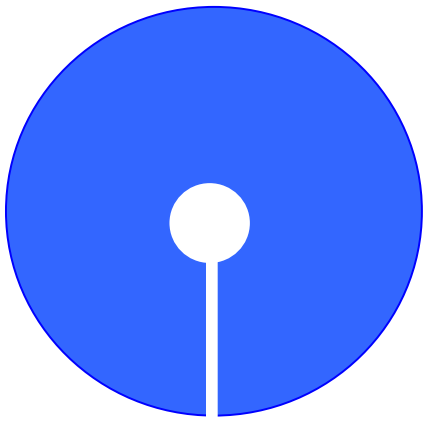

STATE BANK OF INDIA

THIRUVANANTHAPURAM CIRCLE

TENDER NOTICE

NIT No.		THI/AOKTM/RBO3/INT/2026-27/116
TYPE OF TENDER		ITEM RATE CONTRACT
BIDDING SYSTEM		TWO BID SYSTEM
WEBSITE FOR DOWNLOADING TENDER DOCUMENTS		https://sbi.co.in under the link "SBI in the News → Procurement News"
WEBSITE FOR ONLINE SUBMISSION OF PRICE BID		https://etender.sbi
METHOD OF SUBMISSION	TECHNICAL BID	OFFLINE/ PHYSICAL FORM
	EMD (DD)	
	PRICE BID	ONLINE

Signature of the bidder with Stamp

NAME OF WORK:	**INTERIOR FURNISHING WORKS AT SBI PBB VAIKOM BRANCH, UNDER RBO III, KOTTAYAM**
LOCATION:	**VAIKOM, KOTTAYAM**
ESTIMATED VALUE OF WORK	**Rs. 17,79,650.00 Plus GST as applicable**
AVAILABILITY IN WEBSITE	**From 14.07.2026 to 21.07.2026**
LAST DATE & TIME FOR SUBMISSION OF TECHNICAL BID AND EMD	**UPTO 02.00 PM (IST) ON 21.07.2026**
OPENING OF TECHNICAL BIDS	**02:30 PM (IST) ON 21.07.2026**
ONLINE SUBMISSION OF PRICE BIDS	**TENTATIVELY ON 23.07.2026 [11.00 AM(IST) TO 03.00 PM (IST)]**
ONLINE OPENING OF PRICE BIDS	**TENTATIVELY ON 23.07.2026 [03.00 PM(IST)]**
COMMENCEMENT OF WORK	**WITHIN 5 DAYS FROM THE DATE OF ALLOTMENT OR AS SPECIFIED IN TENDER DOCUMENT**
COMPLETION OF WORK	**25 DAYS FROM THE DATE OF COMMENCEMENT**
EARNEST MONEY DEPOSIT	**Rs.18,000/- (Rupees Eighteen Thousand Only)** in the form of DD in favour of '**Regional Manager, State Bank of India, RBO-3,Kottayam** payable at Kottayam
MINIMUM VALUE OF WORK FOR INTERIM PAYMENT	**9.00 LAKHS**
RBO CONCERNED	**RBO-III, PALA**
LOCATION OF RBO	**PALA**
For any clarification and drawings please contact	**SMT. NAZIA SHERIN.S., Manager (Civil Engg.) Ph: 9447778810**

The Regional Manager,
SBI Regional Business Office – III,Pala
PNR Towers, PP Road
Pala – 686575, Kottayam
E-mail: rm3ktm.aoktm@sbi.co.in

Signature of the bidder with Stamp

A. NOTICE INVITING TENDER

Tenders are invited as stated in the Tender Notice from the Empanelled contractors fulfilling the eligibility criteria for execution of work - "Name and Location" as stated in the Tender notice.

1	Estimated cost of Work	**As stated in Tender Notice**
2	Completion Time	**As stated in Tender Notice**
3	Commencement of work	**As stated in Tender Notice**
4	Eligibility of the Bidder	1. Contractors empanelled with "**State Bank of India Thiruvananthapuram Circle"** for works costing equal to or more than the estimated value of work. 2. The vendor should have a valid digital signature to participate in the online tendering process. 3. Other Eligibility Criteria, if any, specified. 4. Submission of EMD
5	Earnest Money Deposit (EMD) (to be submitted physically along with the technical bid, before due date)	**As stated in Tender Notice**
6	Address for submission of Technical Bid, EMD and other documents	**As stated in Tender Notice** Bids of those firms/ contractors who do not submit EMD shall be rejected.
7	Tender documents available for download from the websites	**As stated in Tender Notice**
8	Last date and time for submission of Technical Bid & EMD in physical form.	**As stated in Tender Notice**
9	Date and Time of e-Tenders (price bid)	**As stated in Tender Notice.**
10	The tender will be summarily rejected if the Bidder	1. Failed to submit Technical Bid at the respective RBO on or before due date & Time. 2. Failed to upload duly signed and stamped Form of Submission of tender & Process Compliance Statement (Annexure –I & II), as a proof of accepting the terms and conditions. 3. Partly or fully Modifies, alters or corrects the tender document uploaded by SBI.
11	Validity of tender	90 days from the last date for submission of PRICE BID.
12	Rates quoted by bidder	1. The quoted rate should be inclusive of cost of

Signature of the bidder with Stamp

		materials, transport, loading, unloading, cost of installation, wastage, machinery, temporary works such as scaffolding, cleaning, overheads, contractor's profit, statutory expenses, incidental charges, all related expenses required for the proper completion of the work and all taxes as applicable **excluding GST.** 2. Additional claims other than the quoted amount will not be entertained. 3. The rates quoted shall be firm from the date of opening till the completion of the project despite any variation in rates of materials, labour, taxes etc.
13	Additional information for bidding	1. The make of materials should be chosen strictly from the preferred makes as given in the tender. 2. Any clarifications sought after opening of the tenders will not be entertained at any cost. Firm should visit the website regularly till last date for submission of tender regarding changes/ corrigendum, if any 3. SBI reserves the right to cancel or postpone the tenders at any stage without assigning any reason. 4. Claims for revision of the quoted price by any bidder after submission of tender will not be entertained.
14	Initial Security Deposit (ISD)	2% of the Contract value including EMD (if any) to be submitted by the successful bidder after allotment of work as stated in the Tender Document.
15	Payment terms	i) No advance payment. **ii) No part payment if value of the awarded work is less than Rs 9 lakhs** **iii)** Full payment after completion of the work subject to deduction of taxes, retention money, cost for defect rectification if any as applicable.
16	Value of work to be taken for issue of interim certificate for payment, if any	**As stated in Tender Notice**
17	Tax Deduction	Income Tax, GST–TDS, Labour Welfare Fund etc as applicable at applicable rates.
18	Total Security Deposit (SD)	5% of the contract value. SD will be retained till the completion of the work and released as stated in this tender document.

Signature of the bidder with Stamp

19	Retention Money	Retention Money @ 10% of the Gross Value of each bill shall be deducted till Total Security (including ISD) is equal to 5% of contract value.
20	Liquidated Damages for delay in work	Time is the essence of the Contract. If the work is delayed beyond the scheduled completion date, then Liquidated Damages @ 0.50% of the total contract value per week (or part thereof) of delay will be deducted from the Contractor's final bill subject to maximum of 5% of the contract amount.
21	Additional Security Deposit (ASD)	Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 10% of the estimated cost put to tender. The amount of such ASD/ APG shall be the **difference between 90% of estimated cost put to tender and the quoted price**. ASD in the format of DD / Banker's Cheque / Bank Guarantee shall be submitted within 15 days of intimation of award of work / work order, without which the contractor will not be allowed to start the work and failure of submission of ASD will result in forfeiture of EMD and cancellation of tender. For e.g, if a contractor is quoting 15% below the estimated cost put to tender (i.e. 85% of the estimate), then ASD of 5% of estimated cost is required to be obtained from the contractor (90%-85%).
22	Defects Liability Period	12 Months from the date of completion or commissioning and handover of the work.
	For any clarification and drawings please contact	The Engineer in charge
SBI reserves the right to accept or reject any or all bids without assigning any reason whatsoever, even after opening of the bids.		

S/d

Regional Manager, SBI RBO-III, Kottayam

Signature of the bidder with Stamp

B. GENERAL CONDITIONS OF CONTRACT

1.0 INTERPRETATION

In constructing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

In this connection, the following terms shall be interpreted as indicated below:

i) **"The Employer/ Bank"** 'means the State Bank of India (including branches and other offices) and any of its employees or representative authorized on their behalf.

ii) **"Bidder"** means an eligible entity/ firm submitting the Bid.

iii) **"The Contract"** means the agreement entered into between the Bank and the Contractor, as recorded in the Contract Form signed by both the parties, including all attachments, bid documents and appendices thereto, all documents incorporated by reference therein and other communications between the parties such as Work Order, Acceptance Letter etc.

iv) **"Vendor/ Contractor"** is the successful Bidder to whom the work has been awarded.

v) **"The Contract Price/ Project Cost"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.

vi) **"The Material/ Product"** means all the materials along with the accessories which the contractor is required to supply to the Bank under the Contract.

vii) **"The Works/ Project"** shall mean the works to be executed or done under this contract.

viii) **"The Site"** means locations where the proposed work is to be carried out and services as desired in this tender document are to be provided.

ix) **"The Schedule of Quantities/ BOQ"** shall mean the schedule of quantities as specified and forming part of this contract.

Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice verse where the Context requires.

2.0 SCOPE OF THE WORK

The detailed scope of the work is given in the NIT/ BOQ

3.0 ELIGIBILITY CRETERIA

3.1 Contractors in the respective category who are eligible as per the criteria given in NIT for carrying out works costing equal to or more than the estimated value of the works.

3.2 The vendor should have a valid digital signature to participate in the online tendering process.

3.3 Submission of EMD before the due date and time.

3.4 Bidders should take a printout of the "Form of Submission of tender & Process Compliance Statement" in their letter head for acceptance of the terms and conditions specified in the Tender Documents (NIT, BOQ, etc) and send a scanned copy of these duly signed letters to M/s. e-Procurement technologies Limited prior to e-price bidding.

3.5 **The Technical Bid, EMD, Form of Submission of tender & Process Compliance Statement** in Physical for shall be submitted in a sealed envelope super scribed on top as "TENDER FOR …… (Name of the work)**"** and addressed to the Regional Manager as stated above and dropped in the tender box kept at the office of the Regional Manager as stated above or send so as to reach the office of the Regional Manager as stated above, on or before the scheduled date and time:

4.0 METHOD OF TENDERING

4.1 The bidding process shall be conducted online in Two Bid System on ITEM RATE rate basis through our e- Tendering Service Provider viz., M/s. e-procurement technologies ltd.

4.2 BID DOCUMENTS:- The work has to be carried out strictly according to the conditions stipulated in Bid consisting the following documents and in the most workman like manner,

- Notice Inviting Tender (NIT)
- General Conditions of Contract
- Price Bid

4.3 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 :

- Price Bid
- General Conditions of Contract
- Notice Inviting Tender (NIT)

4.4 Complete set of Bid documents are available at the Bank's website https://sbi.co.in under "SBI in the News → procurement news"during the period mentioned in the NIT.

5.0 TENDER VALIDITY

5.1 The tenders submitted shall remain valid for acceptance for a period of Ninety days from the last date for submission of PRICE BID. Should any tenderer withdraw his tender before the expiry of the said period or makes any modifications to his tender, their EMD will be forfeited.

6.0 CLARIFICATION /AMENDMENTS AND CORRIGENDUM

6.1 Bidder requiring any clarification of the bidding document may notify us in writing at the address/ by e-mail given in the NIT within the date/time mentioned.

6.2. The clarifications to the queries received or amendments in the tender will be posted on the Bank's website https://sbi.co.in as a corrigendum/ Addendum. No individual communication will be conveyed to the Bidders. The interested parties/Bidders are advised to check the above website regularly till the date of submission of Bid document and ensure that clarifications / amendments issued, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. SBI will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid taking into account the amendments.

6.3 Depending upon the site conditions and the Bank's requirements, a pre-Bid meeting, if required, will be held on the date and time specified in the tender which may be attended by the interested Bidders or their representatives and get their queries clarified.

6.4. SBI reserves the right to amend, rescind or reissue the tender, at any time prior to the deadline for submission of Bids.

6.5. No request for change in commercial/ legal terms and conditions, other than what has been mentioned in the tender or any addenda/ corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard therefore will not be entertained.

6.6. Any Queries received after the scheduled date and time will not be responded/ acted upon.

7.0 TENDER FEE

Nil.

8.0 EARNEST MONEY DEPOSIT (EMD)

8.1 The Earnest Money Deposit should be submitted physically in the form of a DD/BC as specified above. (Tenders without EMD and cost of the tender will be summarily rejected). Bank is not liable to pay any interest on Earnest Money Deposit. 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.

8.2 The EMD shall stand absolutely forfeited :-

a. if the finally selected bidder revokes his Bid at any time during the period when he is required to keep his Bid open for acceptance by the SBI

(or)

b. after the bid is accepted by SBI, the vendor refuses to enter into a formal agreement with the Bank

(or)

c. the bidder fails to pay the initial security deposit as stipulated

(or)

d. the bidder fail to commence the works within the stipulated time.

8.3 If the tendering process is delayed for any reason, the Bank will insist on the revalidation of the DD and the bidder has to get it revalidated and submit again.

9.0 INITIAL SECURITY DEPOSIT (ISD)

7.1 ISD shall be 2% of the contract value. The successful tenderer has to deposit with the Bank an amount equal to 2% of the tender amount (including EMD) in the form of DD/BC (as in the case of EMD) OR in the form of Bank Guarantee issued by any Scheduled Bank other than SBI or its Associate Banks, within two weeks from the date of award of work and the same shall be kept as part of the Total Security Deposit. No interest shall be paid on the amount retained by the Bank as Security Deposit.

10.0 TOTAL SECURITY DEPOSIT (TSD/ SD):

10.1 Apart from ISD as mentioned above, Retention money shall be deducted from each bill of the contractor @ 10 % of the gross value of the bill till Total Security Deposit equals to 5% of the accepted contract value i.e TSD= ISD + Retention Money. Security deposit shall not bear any interest.

10.2 The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, which may appear within the defects liability period. In case of failure on the part of tenderer to do so, it shall be got done by SBI at the risk and cost of the tenderer and the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit or any other payment/deposits due to the contractor.

10.3 During the contract period, all compensation or other sums of money payable by the Contractor to Bank under the terms of this contract, will be deducted from the security deposit, or from any sum that may become due to the Contractor on any account whatsoever.

10.4 In the event of the Security Deposit being reduced by reasons of any such deductions, the Contractor shall within 7 days of being asked to make good, by DD, any sum which have been deducted from his security deposit.

11.0 COMPLETION PERIOD

11.1 Time is the essence of the contract. The entire work shall be completed by the Contractor within the stipulated period from the date of commencement of work. The date of commencement of work at site shall be within 7 (Seven) days from the date allotment letter or the date of handing over of the site whichever is later. The contractor should strictly adhere to the completion time schedule.

12.0 EXTENSION OF TIME

12.1 No request for extension will be entertained and the bidder has to plan and mobilize his resources for the satisfactory completion of the project within the time period agreed in the tender.

12.2 If in the opinion of the Employer, the work is delayed due to the following reasons not attributable to the contractor, the employer shall make a fair and reasonable extension of time, for completion of the Contract works

a) By force majeure (or)
b) By reason of any exceptionally inclement weather (or)
c) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's own default (or)
d) By the works not referred in the Schedule of Quantities or specifications (or)
e) By reason of civil commotion, workmen strike or lock-out (or)
f) In consequence of the Contractor not having in due time, necessary instructions from the Employer for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions

12.3 In case of such strike or lock-out, the Contractor shall as soon as possible give written notice thereof to the employer, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the employer to proceed with the work.

12.4 In case the work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from Employer or for any of the conditions, the contractor shall be allowed reasonable extension of time by the employer but any claim for idle labour shall not be entertained by the employer. Contractor's quoted rates should include for all such contingencies.

13.0 LIQUIDATED DAMAGES

10.1 If the work is not completed in the specified time, the contractor will be levied liquidated damages @ ½ % per week of delay 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.

14.0 AGREEMENT

14.1 The tenderer whose tender is accepted is bound to execute a formal agreement with the Bank within 15 days from the receipt of intimation of acceptance of his Bid by SBI and this agreement 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.

15.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

15.1 SBI 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 SBI reserves the right to award any portion of the work to different tenderers or to award the entire work to one tenderer. SBI reserve the right to cancel the Bidding process and reject all Bids at any time prior to award of the contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the SBI's action.

15.2 The acceptance of a tender rests with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.

15.3 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the PO within 15 days from the date of issue of work order and to enter into an agreement with the Bank.

16.0 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.

16.1 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.

16.2 In case of renovation of branches - The work has to be done inside a functioning 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 and safety precautions shall be arranged by the contractor at his own cost before commencement of the work. No separate payment shall be made for dismantling and re-arrangement of existing counters, partitions etc. for temporary functioning of the branch.

17.0 BID PREPARATION:

17.1 The Bidder is advised to inspect the site and satisfy himself on his own responsibility and his own expenses all the following information and data which may be required for the purpose of preparation and submission of their bids:

i) Security gate pass requirements
ii) Storage space for the materials
iii) Permissible working hours at the site
iv) any other adverse conditions or hindrance for executing the work
v) traffic regulations, law & order situations in the area
vi) Whether work has to be executed in coordination with other agencies like Electrical, AC, Civil contractor etc

17.2 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.

17.3 The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid. SBI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

18.0 EXECUTION OF WORKS

18.1 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.

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

18.3 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.

18.4 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.

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

18.6 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.

18.7 If the Contractor has concealed any of the items of work without informing SBI Engineer, the same shall be opened up for measurement and made good to the original finishing at the contractor's expenses. If the contractor refuses to do so, then the same will not be considered for measurement and no payment may be made for such materials.

18.8 The contractor shall not execute any extra work other than the Bank's written instruction. No works, for which rates are not specifically mentioned in the price bid, shall be taken up without written permission of the Bank.

18.9 Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the decision of SBI shall be accepted as correct and binding on the contractor.

18.10 It is the responsibility of the Contractor to arrange/provide the tools, ladder, stands or any other gadgets or supports required for the execution of the work at site and Bank will not provide or entertain such requests.

19.0 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

19.1 All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by SBI during the execution of the work and to his entire satisfaction. The Contractor shall use only products bearing ISI marking in the work for those materials for which no makes are mentioned in the tender.

19.2 No refurbished, second hand and spurious materials should be used. If required, the contractor has to submit the details of the source of his purchase of materials to SBI. SBI reserves its right to enquire and collect data from the supplier to confirm the authenticity of the materials. SBI has the right to stringent action against the contractor, as deemed fit, in addition to suspend / cancel the contract.

19.3 Contractor should get approval of the samples of materials in advance with SBI's Engineer before use of the same in the work. Should be contractor desire to substitute any specified materials with "Equal" or "Other approved" etc., he/ they must obtain the specific approval of the Bank/SBI in writing for any such substitution, well in advance.

19.4 Samples of all materials to be used must be submitted when so directed by SBI. If required, the contractor shall have to carry out tests on materials in approved materials testing laboratories or as prescribed by SBI at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges, transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account will be entertained.

19.5 If the contractor has used any material which is not complying with the specifications, or the workmanship is bad or the material used is substandard or second hand etc, SBI shall during the progress of the work have power to order the removal and substitution of the material or proper re-execution of the work within a reasonable time. In case the contractor refuses to comply with the order, SBI shall have the power to employ other agencies to rectify or re-execute the work at the cost and risk of the contractor.

19.6 Any damage (during the work) to any part of the work or to the premises for any reasons due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

19.7 Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

19.8 When the employer observes that the progress of the work is not satisfactory or very slow or not in a workmanship manner or of poor quality or violative of safety protocols etc, the contractor shall be issued a suitable advise to rectify the same or replace the materials or redo the entire work, within a reasonable time frame. If the contractor could not rectify the things within the time frame given, in the interest of the work, the Employer reserves the right to execute any part of the work included in this contract or the entire work by any other Agency or persons and contractor shall allow all reasonable facilities and extend cooperation for the execution of such work.

19.9 All expenses consequent thereon or incidental thereto as certified by SBI shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, shall relieve the contractor from his liability in respect of unsound work or bad materials.

20.0 . PAYMENT TERMS

i) No advance payment.
ii) No part payment. For certain works, part payment will be considered if stipulated in the NIT.
iii) Payment shall be made by way of Electronic fund transfer and the bill will be paid by the Branch.
iv) Contractor should furnish details of the bank A/c no, IFSC code along with their invoices.

20.1 Part/ Interim payment is paid as per the payment terms mentioned in the NIT. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

20.2 If the Bank has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

20.3 The final bill shall be accompanied by a certificate of completion or Commissioning report signed by an official of the Bank. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

20.4 GST **as applicable shall be paid extra** and the same shall be clearly shown in the invoices.

20.5 **Income Tax, Labour Welfare fund, GST-TDS** 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.

20.6 **GST:**
a. It is the responsibility of the bidder to ensure that the GST is valid and active. Payments will not be made to inactive or invalid GST invoices.

b. Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. Non-GST invoices will not be accepted. The contractor should comply with the following.
c. Contractor should have GST Registration Number
d. Invoice should specifically disclose the amount of GST levied at applicable rate as per GST provision
e. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment
f. 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
g. The GST Number of State Bank of India for Kerala State -**32AAACS8577K2ZX**

20.7 The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract, unless otherwise specified.

20.8 All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender, in respect of any items of work, payment will be made for the actual work done, on the basis of lump sum charges, as will be assessed by SBI.

20.9 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.

21.0 Governing Language:

21.1 All communication with respect to the Bid, clarifications, replies, contract documents etc shall be in English.

22.0 Safety Guidelines for the Contractor:

The Contractor should follow the following General safety Guidelines while executing the work:

22.1 Smoking is strictly prohibited at workplace.

22.2 No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level. Chinstrap of safety helmet shall be always on and safety boot is worn.

22.3 Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs eye protection has to be provided as per the need.

22.4 All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.

22.5 Excavated pits for earthing, cable laying shall be barricaded till the backfilling is done. Safe approach to be ensured into every excavation.

22.6 Preferably the work shall be carried out during the daytime. However, adequate illumination at workplace shall be ensured in case any work is carried out at night.

22.7 All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.

26.8 Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.

22.9 Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work every day. Dismantled Material shall not be thrown from the height and shall be properly disposed off to prevent any injury to public/staff.

22.10 Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.

22.11 All electrical connections shall be made using 3 or 5 core cables, having a earth wire.

22.12 Inserting of bare wires for tapping the power from electrical sockets is completely prohibited and plug tops of suitable capacity only shall be used.

22.13 All the unsafe conditions, unsafe acts identified by contractors, reported by SBI/ SBI to be corrected on priority basis.

22.14 No children or physically challenged persons shall be allowed to enter the workplace and shall not be utilized for any service during execution of the work.

22.15 All the Gas cutting, sharp tools, flammable materials and tackles shall be stored properly and safely when not in use.

22.16 Clamps shall be used on Return cables to ensure proper earthling for welding works.
22.17 Return cables shall be used for earthling.

22.18 All the pressure gauges used in gas cutting apparatus shall be in good working condition and in case of any leakages, the same shall not be used.

22.19 Proper eye washing facilities shall be made in areas where chemicals are handled.

22.20 Connectors and hose clamps are used for making welding hose connections.

22.21 Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.

23.0 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 disposed of away from the site at the contractors own risk and cost.**

24.0 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.

25.0 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 above.

26.0 The contractor has to undertake repairs/ rectifying the defects whatsoever during the defects liability period, failing which the security deposit shall be forfeited.

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

28.0 BID SUBMISSION

28.1 Only those bidders satisfying the eligibility criteria given in the NIT need to apply. Tenders (Technical bid, EMD & any other details sought for) should be submitted in physical form to the office of the Regional Manager as stated above.

28.2 The bidders should submit their price bids offline, which confirms that the bidders have read and understood the tender terms and conditions. Claiming ignorance of all the terms and conditions in this tender either before or after the PO is issued or during the progress of the work will not be accepted.

29.0 PRICE BID: RATES QUOTED BY BIDDER

29.1 The contractor shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid for the works and the rates/ amounts stated in the schedule of quantities and / or the schedule of rates and amount as provided covering all his obligations under the contract and all matters necessary for proper completion of the works expected in this document.

29.2 The rate quoted shall be firm and shall include costs of all materials, loading, transport, unloading, Installation charges, wastage of materials during execution, levies, Octroi(if applicable), local body taxes (if applicable), all type of Insurance Charges, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work etc..

29.3 Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and No extra charges will be paid over and above the contract amount on account of any other charges (existing or future addition) or on any other account.

29.4 The GST shall be paid extra as applicable.

29.5 Rate Revision in the contract amount is not permitted during the validity period of the contract for any reason including during the extended period, if any.

29.6 Any request for review of the price bid after the bid opening will not be entertained.

29.7 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.

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

Note: In case of e-tendering, the contractor shall enter the rates online in the sealed bid format and other details like rate in figures, amount etc will be displayed automatically. In such case, the contractor need not submit the price bid in physical form. Other details of e-price bidding is given below:-

a. No modifications are permitted after quoting the rates online. However, if errors are made, the bid shall be withdrawn and revised quote shall be submitted within the time allotted for bid submission.

b. In the event of a discrepancy between the rates quoted in figure and words, the rate quoted in figures shall be taken into consideration as the rate in words is auto populated based on the rate quoted in figures.

30.0 PRELIMINARY EXAMINATION

30.1 SBI will examine the Bids to determine whether they are complete, on required formats & accompanied by supporting Documents and the Bids are conforming to all the terms and conditions of the Bidding Document without any deviations and are generally in order.

30.2 If a Bid is not conforming to the terms and conditions, it will be rejected. However, SBI will have right to demand submission of more information as required, if any of the document is partly submitted. If the bidder does not respond within the stipulated time, SBI will reject or disqualify the bid.

31.0 TECHNICAL EVALUATION

31.1 Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

31.2 During evaluation of bids, the SBI may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

31.3 The tenders must be unconditional. Conditional tenders leading to unknown / indefinite liability may be summarily rejected.

32.0 EVALUATION OF PRICE BIDS AND FINALIZATION

32.1 Only those Bidders who qualify in Technical evaluation would be shortlisted and the online price bid submitted by the bidder will be opened.

32.2 The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the online price bidding or Reverse Auction (if conducted).

32.3 In case, the lowest tendered amount of two or more contractors are the same, such lowest contractors will be again asked to submit sealed/ online "Revised offers", but the revised quoted amount shall, in no case, be higher than the amount quoted during their initial offer for the project. The lowest tender shall be decided on the basis of revised offers.

32.4 The process of sealed/ online rebidding amongst two or more contractors offering same rates shall continue till L-1 bidder is discovered.

32.5 In case, any such contractor(s) (quoted same tender amount during initial bidding or subsequent rebidding) refuses to submit revised offer, it shall be treated as 'withdrawal of tender' by the contractor before acceptance and their Ernest Money shall be forfeited.

32.6 In case, all the lowest contractors those who have quoted same tendered amount, refuse to participate in online revised bidding process for the project, the EMD of such contractors shall be forfeited and the tenders shall be re-invited for the project. Such contractors shall not be allowed to participate in the retendering process of the work.

32.7 Further, contractors submitting erratic and unreasonably low offers ie., below minus 25% of estimated cost, shall submit additional security deposit (equal to difference in estimated cost vis-à-vis final tender amount quoted) as Performance Guarantee in the form of "Unconditional Bank Guarantee" or Demand Draft favouring SBI. This Performance Guarantee shall be released after satisfactory completion of work.

32.8 If the L1 bidder refuses to give the Performance Bank Guarantee, then the EMD will be forfeited and the tender will be re-invited. The L1 bidder will not be allowed to participate in the retendering process.

33.0 CONTACTING THE BANK:

33.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

33.2 Any effort by a Bidder to influence Bank in its decisions on Bid evaluation, or contract award may result in rejection of the Bid.

34.0 AWARD OF WORKS

34.1 SBI will award the Contract to the successful Bidder whose Bid is the lowest evaluated Bid.

34.2 SBI reserves the right at the time of award of contract to increase or decrease the quantity of work and / or services from what was originally specified while floating the tender, without any change in unit price or any other terms and conditions.

35.0 VARIATION IN QUANTITY / SUBSTITUTION OF ITEM

35.1 The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure shall be considered to be approximate and no liability shall attach to the employer for any error which may be discovered therein.

35.2 The Employer reserves the right to increase or decrease or delete or omit or execute only a part or the whole or any excess thereof, as per the site requirements, without assigning any reason therefor at the time of allotment / execution of work. Contractor will be paid for the actual work done at the site. No variation shall vitiate the contract.

35.3 The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account. Payment will be made on actual measurement of the work done. All measurements shall be as per relevant I.S. standards

35.4 Bank reserves the right to order more quantities than what is mentioned in this tender (at the same rate and terms and conditions) either at the same site or other sites as per the need within the validity of this tender.

35.5 The price of all additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads.

36.0 CONTRACTOR'S EMPLOYEES

36.1 The Contractor shall employ technically qualified / having appropriate skill and competent persons fully trained and adequately experienced Electricians, who are medically fit. They should be free from any contagious diseases. The Electricians shall be well mannered and properly dressed with shoes etc.

36.2 The contractor shall provide necessary training on safety measures while executing the work wherever necessary so as to avoid accident. The Bank shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all risk insurance policy including third party insurance as may be necessary to cover the risk.

36.3 The contractor / firm shall be held responsible for any misdeeds / misbehaviour of their employees within the premises. Bank is not responsible for any damages or claims on account of the misbehavior / misdeeds of his employees. For this purpose, any person supplied by the contractor to be engaged on the work on regular basis or as an alternate arrangement, under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

36.4 The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or incompetent or who may misconduct. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

36.5 No employee of the Bank is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.

36.6 Contractor should not engage child labour in any of the activities in this contract.

36.7 The contractor shall not employ person who is not an Indian National.

36.8 The Electrician shall not over stay in the Bank premises other than the time permitted by the Bank or in the odd hours or holidays unless or otherwise required by the Branch for specific reasons like maintenance, repair works etc.

36.9 In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time.

36.10 The Contractor's workmen will not have any right whatsoever to get absorbed in the Bank. The Contractor shall be responsible for all the claims of the employees of the Contractor and shall not make and claim whatsoever against the Bank. The Contractor shall be responsible for all statutory requirements e.g. ESI, PF, labour registrations, Insurance coverage etc. The operator is responsible for compliance of all the rules & safety regulations etc.

36.11 Minimum wages as prescribed by the Labour Act shall be payable to the operator(s) by the contractor as the case may be. The Contractor shall bind himself and keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

37.0 WORKING HOURS AT THE SITE

As instructed by Bank. Contractor to ensure that the routine operations at the site are not affected by the contract work. If required, they have to work on the Bank Holidays in coordination with other agencies and Bank.

38.0 SUBCONTRACTING

42.1 The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress

39.0 STORAGE OF MATERIALS

39.1 The contractor shall store their materials like fixtures, cables, conduits, wires, tools etc in the site with the permission of the Bank. However, the contractors shall be responsible for the custody and security of all materials and equipment at site. No claim for loss or theft will be entertained by the Bank.

39.2 Shelter or stay and other amenities for the electricians have to be arranged by the contractor at his own expense and responsibility.

39.3 On completion of the works, the contractor shall remove all tools, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Bank

40.0 FORCE MAJEURE

40.1 Notwithstanding the provisions of General terms and conditions of the Contract, the contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

40.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

40.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

41.0 COMPLIANCE OF STATUTORY REGULATIONS

41.1 The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities like Electricity, Pollution Control Boards, Municipal Authorities, water and Sewarage boards and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.

41.2 The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer. The Contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any equipment, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Employer, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, coat and charges of all and every sort that may be legally incurred in respect thereof.

41.3 The contractor should strictly abide by the Central/State labour regulation for the Minimum Wages, Payment of wages, Workmen Compensation, PF, ESI, Contract labour, including the latest amendments, if any and other safety regulations.

41.4 The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

42.0 INSURANCE & DAMAGE TO PERSONS AND PROPERTY ETC

42.1 The insurance shall be for an amount equal to 110 percent of the value of the contract on “All Risks” basis, valid until the Completion of the project or handing over whichever is later.

42.2 Should any loss or damage occur, the Vendor shall initiate and pursue claim till settlement and promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

42.3 The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor’s employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

42.4 The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

42.5 The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect.

42.6 The contractor shall be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

42.7 The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

C. 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 Regional Manager (in the address as stated above) and endorse a copy of the same to the Architect, if any, 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 to the respective Manager (address as stated above)in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the respective Regional Manager in writing in the manner and within the time aforesaid.

(b) Regional Manager 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 respective Regional Manager submit his claims to the conciliating authority namely

the Dy. General Manager (B&O), State Bank of India, Administrative Office, Kottayam for conciliation along with all details and copies of correspondence exchanged between him and the Branch/ RBO.

(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 along with 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.

D. UNDERTAKING BY THE BIDDER

To

The Regional Manager,
SBI Regional Office - …….,
……,
……

Dear Sir,

e-TENDER FOR "……(name of the work)"

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 pertaining to 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.

02. 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 in the contract annexed hereto and the conditions of the tenders applicable or in default thereof to forfeit to SBI, the sum of money mentioned in the said conditions.

03. I/ We agree (i) that should I/ We fail to commence the work specified in the above mentioned memorandum the Bank shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money which otherwise 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.

Yours Faithfully,

Signature of the bidder with Stamp_____
Name: _____

Address: _____

E. FORM OF AGREEMENT

ARTICLES of AGREEMENT made this ____ day of _____ year 2020 between _____ (Hereinafter referred to as the"Employer/ Bank" which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and_____of_____ (Hereinafter referred to as "Contractor" unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to carry out _____and shall herein after referred to as "Project".

AND WHEREAS for the purpose of the above said project, the Employer invited ONLINE E-tenders from experienced, resourceful and bonafide contractors vide its Notice Inviting Tender (NIT) (No._____ dated._____).

WHEREAS the contractor submitted his Online Tender containing Notice Inviting Tender, General Conditions of Contract, Special conditions, Bill of Quantities, Form of Agreement, Preferred makes of materials, Form of Submission of tender/ Process Compliance Statement, Technical Specifications etc. for the above said project, (Hereinafter collectively referred to as the "said conditions"), digitally signed as a token of his acceptance of the same, along with requisite Cost of tender and Earnest Money Deposit.

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the project.

AND WHEREAS the Employer has accordingly issued the work order (No._____dated._____) to the contractor subject to his furnishing the requisite Initial Security Deposit.

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance No._____ dated_____ and has also deposited with the Employer a sum of Rs._____ which with the Earnest Money of Rs._____forms the requisite Initial Security Deposit @2 % of the accepted Tender Value of Rs._____.

NOW, therefore, it is hereby agreed to and between the parties as follows:

1) Contract documents:-
   The following documents shall constitute the Contract Documents.
   I. This Article of Agreement.
   II. Tender Document submitted by the Contractor including the "said conditions", N.I.T and Schedule of quantities.
   III. All correspondence between the Employer and the Contractor from the date of issue of N.I.T and the date of issue of work order.
   IV. Work order No. _____dt._____

2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted project works and such further detailed drawings as may be furnished to the contractor by the said Employer and described in the said Specifications and the said Schedule of Quantities.

3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein stated before, the Employer reserves itself the right of altering the nature of the work and addition to or omitting any items of work or of having portions of same

carried out through another agency or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

4) As mentioned above, the “said conditions” shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

5) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of Thiruvananthapuram thereto. The decision of the arbitration shall be final and binding on both the parties.

6) The Vendor / Contractor shall promptly notify SBI of any changes in the constitution of their firm. It shall be open to SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person/s is being director/s or partner/s in the said company / firm, or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

7) The Contractor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by The Contractor or breach of any obligations under this contract, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of the Contractor. The Contractor agrees to make good the loss suffered by the Bank.

IN WITNESS WHEREOF THE PARTIES to their present have here under set and subscribed their hands, the day, month and year first above written.

Signed and delivered for and on behalf of
Shri. _____ its duly authorized official, In the presence of –
1. (Name and Address)

2. (Name and Address)

Signed and delivered for and on behalf of the Contractor _____by
Shri_____ his duly authorized representative, in the presence of

1. (Name and Address)

2. (Name and Address)

Signature of the bidder with Stamp

G. APPENDIX TO CONDITIONS OF CONTRACT

1.	Name of the work	**As stated in Tender Notice/ NIT**
2.	Date of commencement	**As stated in Tender Notice/ NIT**
3.	Period of completion	**As stated in Tender Notice/ NIT**
4.	Value of work to be taken for issue of interim certificate for payment	**As stated in Tender Notice/ NIT**
5.	Initial Security Deposit	Nil
6.	Total security deposit	5% of the contract value
7.	Defect liability period	12 months from the date of completion
8.	Liquidated damages for delay in completion of work	½ % per week of delay subject to maximum of 5% of the Contract value.
9.	Period of honoring final certificate for Payment	15 days
10.	Deduction of income tax, GST etc	As per Central/ State Govt. rules
11.	Release of Security deposit after Virtual completion.	50% of the total security deposit shall 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 50% shall be released on completion of Defect Liability period, provided that all the defects occurred during the said period shall be rectified by the contractor to the satisfaction of the Bank. The latter 50% shall be released after virtual completion also 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.
	CHECK LIST (TECHNICAL BID) **(shall be submitted offline)** 1. DD towards EMD 2. Technical bid (signed & stamped), Form of Submission of tender/ Process Compliance Statement for Acceptance of terms and Conditions of the tender duly signed and stamped (Annexure I & II) 3. Sealed envelope containing all the above documents with address of the bidder & SBI with name of the work superscribed thereon shall be submitted in physical form. 4. Bidder contact details (Annexure III) 5. Any other documents, if asked for	 Yes / No Yes / No Yes / No Yes / No Yes / No
	CHECK LIST (PRICE BID) **(shall be submitted online on ITEM RATE basis)**	Yes / No

Signature of the bidder with Stamp

H. General Material Specifications for interior furnishing works.

Sl No	Particulars & Specifications	Approved Make
1	Board- Commercial / Waterproof	Green/ Century/ Kitply/ Archidply (BWR/ Grade ISO certified)
2	Plywood- all relevant thickness- Commercial/ waterproof	Green/ Century/ Kitply/ Archidply (BWR/ ISO 303 certified)
3	Lamination 1mm thick	Greenlam/Marino/Century/Kitlam
4	Locks/Night Latches	Godrej/ ebco
5	Hardware-hinges, door stoppers, drawers, shutter handles etc	Everite/ Ebco/ Hettich
6	Hardware -Catchers	Magnetic- Heavy Duty
7	Hardware – Sliding Channels	Telescopic Channel EBCO
8	Hardware -Hydraulic door closers	Everite/ Dorma
9	Enamel Paint	Approved shade Asian/ Berger/ ICI Dulux/ Nerolac
10	Beadings- relevant thickness	As designed in beach wood
11	Glass - relevant thickness	Float glass- Modi/ Atul/ Tata/ Saint Gobain/ Asahi
12	Adhesives	Fevicol SH/ Araldite /
13	Aluminium Composite Panel	Alucobond/Eurobond/Vista
14	Flush Door	Donex/Jawala/IS-2191-PT2-1983
15	Floor Spring	Doorking/ Hardwyn/ Amar/ Sandhu/ Opel/ Dorma
16	Fire resistant coating	Viper or equivalent as approved by the Bank.
17	Anti-termite paint	Shalimar/ Rajdoot
18	Mortice Lock 6 lever	Godrej/ Harrison/ Plaza/ Hardima
19	Tiles- Vitrified/ Ceramic	Rak/ Kajaria/ Nitco (Group V)/ Johnson/ AGL
20	Texture Paint	Spectrum/ Architecture/ Sai texture
21	Hard Wood	Well-seasoned second class hard wood & free from knots - Cheruteak/ Mahagony/ Chadachi/ Pincoda/ Anjili/ Thambakom
22	Corian	Du-pont or equivalent as approved by the Bank.

All other materials as approved by the Bank.

Signature of the bidder with Stamp

(To be printed in the letter head of the Company/ Firm, duly signed and stamped. Scanned copy shall be **uploaded in e-tendering website** and **Original in physical form shall be submitted along with EMD & Tender Fee Receipt)**

FORM OF SUBMISSION OF TENDER **(ANNEXURE –II)**

Regional Manager,
SBI Regional Office - …
……
……

Dear Sir/s,

Ref: e-TENDER FOR "..... (Name of the work)"

I/We have examined the above tender and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by M/s SBI and 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 and offer to undertake Contract as detailed in this tender by submitting my/our online bids in the Bank's e-tender portal.

2. While submitting this Bid, I / We certify that:

i) The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is uploaded along with the bid.

ii) We certify that we have not made any changes in the contents of the tender document read with its amendments/ clarifications provided by M/s SBI, submitted by us in our Bid document.

iii) The rate quoted in the *price Bids are as per the tender* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. We agree to abide by all the Bid terms and conditions, contents of Agreement and the rates quoted in the bid, which shall remain binding upon us.

4. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.

5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Signature of the bidder with Stamp

6. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, SBI will have the right to disqualify us from the Bid.

7. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

8. We hereby undertake that our name does not appear in any "**Caution**" list of RBI / IBA or any other regulatory body.

9. We also confirm that we have not been **blacklisted** by any Bank / PSU / State or Central Govt departments for any reasons.

10. We confirm that we do not have any **litigation / cases** pending against us in any Bank / PSU / State or Central Govt departments.

11. We confirm that we are responsible to obtain all necessary licenses, permission, NOC from all the statutory /local authorities for the smooth execution of this contract in SBI premises.

12. We hereby confirm that all the materials/components/spare parts/equipment etc. to be supplied / used as a part of this contract shall be original / new materials / components / parts / equipment only from respective OEMs of the products and that no refurbished / duplicate / second hand materials/ components/ parts/ equipment shall be supplied or shall be used.

13 I/ We do hereby unconditionally accept all the terms and conditions of this tender document and BOQ published in the e-tendering website https://etender.sbi. We hereby agree to submit the signed and stamped copy of the technical Bid and Priced Bill of Quantities, which shall form part of the agreement, if I/ we become L-1 bidder in the tendering process.

13. For any type of deviation (to any of above or subsequent instructions), it will be my/ our responsibility to obtain the written instruction of the Engineer-in-charge for the same failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace the all deviated material/ works from the site at my/ our cost as well as I shall be liable to penalized by the SBI as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

Yours Faithfully,

Signature of the bidder with Stamp_____

Name: _____

Address: _____

(ANNEXURE –III)

BRIEF DETAILS OF THE BIDDER

SL NO	PARTICULARS	
1	NAME OF THE BIDDER	
2	MAILING ADDRESS WITH PINCODE	
3	TELEPHONE No.	
4	MOBILE No.	
5	E-MAIL ID	
6	PAN	
7	GST No.	
8	CONTACT PERSON WITH MOBILE/ PH No.	
9	Details of digital certificate holder (individual/ firm) whose digital certificate will be used for participating in the e-tendering OR Details of the person participating in e-tendering. a) Name: b) Contact No: c) Email ID:	

Accepted the terms and conditions of tendering

Signature of the bidder with Stamp