



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

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

<b>Sl. No.</b>	<b>Description</b>	
<b>(a)</b>	<b>Tender ID</b>	<b>GUW201905003</b>
<b>(b)</b>	<b>Tender Name</b>	<b>Air-conditioning work at SBI PEARSONMUN Branch, MANIPUR</b>
<b>(c)</b>	<b>Ending Date of Tender</b>	<b>14.05.2019 upto 02:00 PM</b>
	<b>Opening Date of Tender</b>	<b>04.05.2019</b>
<b>(d)</b>	<b>Tender Fee Amount</b>	<b>Rs.2000.00 (Rupees Two thousand only)</b>

The Contractors who are in the list of approved empanelled contractors finalised in September,2018 by SBI, Local Head Office, Guwahati (North Eastern Circle) for the 5(FIVE) categories of work

i.e. Category-I, II, III , IV ,V ( **Work Value Work Value up to ₹100.0 Lakh**)  
under **AIR-CONDITIONING WORK**

are only eligible to participate in this **E-Tender**.

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

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



Dispur-781006

On behalf of State Bank Of India(hereinafter referred to as **SBI**), **SBI Infra Management Solution Pvt. Ltd.** (hereinafter referred to as **SBIIMS**) (a wholly owned subsidiary of State Bank of India), Circle Office, Guwahati invites **e-Tenders** through SBI Service provider M/s e-Procurement Technologies Pvt. Ltd. Ahmedabad from the empanelled Air-conditioning **Contractors** finalized in **September,2018** by **SBI, LHO, Guwahati** **enlisted only in 5(FIVE) categories of work i.e. Category- I, II, III , IV,V ( Work Value Work Value up to ₹100.0 Lakh) under AIR-CONDITIONING WORK** for the following works as under :-

1.	Name & location of Work	: <b>AIR-CONDITIONING WORK AT PEARSONMUN BRANCH, MANIPUR</b>
2.	Availability of tender documents	: Tender documents will be issued to the eligible contractors by the service provider <b>M/S e-PROCUREMENT TECHNOLOGIES PVT. LTD., AHMEDABAD</b> and also can be downloaded from the Bank's website <a href="http://www.sbi.co.in">www.sbi.co.in</a> under section 'Procurement news' from <b>04.05.2019 to 14.05.2019.</b>
3.	Technical Bid	: The following Documents should be submitted in the Technical Bid in a sealed envelope addressed to the Circle Head, SBIIMS, Guwahati Circle, SBI Local Head Office Building, 3rd Floor, 'A' Block, P.O. Assam Sachivalaya, Dispur, Guwahati-781006, Assam or the <b>scanned copies of the following documents may be e-mailed to <a href="mailto:sbiims.circleguw@gmail.com">sbiims.circleguw@gmail.com</a></b> on or before <b>14.05.2019 up to 02:00 PM :-</b> i) <b>Tender Application Fee</b> amounting to ₹2000.00(Rupees Two thousand only) (Non-



		<p>Refundable) will be paid by the Bidders only through State Bank Collect(SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-D.</p> <p>The receipt generated with the Reference No. will be submitted along with the Technical Bid.</p> <p>ii) <b><u>Earnest Money Deposit (EMD)</u></b> amounting to <b>Rs.4,500.00 (Rupees Four thousand Five hundred only)</b> to be deposited to the Bank's A/C No. 10242804581 (Name of the Account :- SBI, LHO, PREMISES &amp; ESTATE Department Misc. Deposit account, maintained at SBI, Dispur Branch, IFSC code-SBIN0003030) and submit the deposit voucher copy as proof of deposit the amount.</p> <p>iii) <b><u>The Process Compliance Form as at Annexure-I</u></b> Duly filled, signed and stamped by the Bidder as token of acceptance of all the terms &amp; conditions stipulated in this tender, which is also <b>to be e-Mailed to the Service Provider</b> for conducting e-Tendering Process.</p> <p>The Bidder, who failed to submit any of the above mentioned documents, will be disqualified in Technical Bid and will not be allowed to participate in the Price Bid. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in e-Tendering Process.</p>
4.	Price Bid	: The Lowest Bidder will be finalized from the Price



		<p>Bid submitted by the Contractors through on-line Price Bid. The Details of the events is as under:-</p> <p>i) Submission of <b>On-Line Price Bid</b> (Grand Total Price as well as item wise rate break-up): <b>On 14.05.2019 from 11:00 AM up to 03:00 PM.</b></p> <p>Only the bidders who qualified in Technical Bid (who submitted specified Tender Processing Fee, EMD and duly filled &amp; signed Process Compliance Form) will be eligible to participate in the Online Sealed Price Bid submission of this e-Tendering Process. The bidder should have valid digital signature for participation in e-Tendering Process.</p>
5.	Opening of Price Bid	: <b>15.05.2019</b> after completion of the time period of e-Tender.
6.	Validity of Tenders	: For a period of 90 days from the date of e-Tendering.
7.	Initial security deposit (ISD)	: 2% of the awarded value of work including EMD
8.	Retention money	5% (Including EMD+ISD) of the Final certified Bill value.
9.	Commencement of the work	The date of commencement of the work will be reckoned as the date of handing over site or two days from the date of issue of Work Order of the tender whichever is later
10	Time allowed for completion	: <b>45 days</b> from the date of handing over site or 10 days from the date of issue of letter of



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



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



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



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





**BUSINESS RULES FOR e-TENDERING**

**Name of Work / Project:- AIR-CONDITIONING WORK AT PEARSONMUN BRANCH**

**Vide TENDER ID G UW201905003 dated 03.05.2019.**

BUYER NAME	State Bank of India
E-TENDERING TO BE CONDUCTED BY	SBI Service Provider: M/s e-Procurement Technologies Ltd. (Procure Tiger) A- 201, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Tel.:- PH. NOS. : +91 79-40016837/ 835 / 886 / 887 / 802 / 852 / 865 / 800, Fax:- 91 - 079 – 40016876.
<b>DATE &amp; TIME OF ON-LINE PRICE BID</b>	<b>On 15.05.2019 from 11:00 AM to 03:00 PM.</b> in e-Tendering Website : <a href="https://sbi.abcprocure.com">https://sbi.abcprocure.com</a>
DOCUMENTS ATTACHED	<ul style="list-style-type: none"> <li>i) Notice Inviting Tenders (NIT)</li> <li>ii) Business rule for finalization of tender</li> <li>iii) Terms &amp; conditions of E-Tendering</li> <li>iv) Process Compliance Statement (Annexure I)</li> <li>v) TERMS &amp; CONDITIONS OF THE CONTRACT</li> <li>vi) SPECIAL CONDITIONS OF THE CONTRACT</li> <li>vii) Bid Confirmation (Annexure –II)</li> <li>viii) BOQ- Break-up-of Quantity (Annexure-III)</li> <li>ix) Electrical installation work terms &amp; conditions</li> <li>xi) Contact Information.</li> </ul>



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

1. For the proposed e-Tendering Process, already empanelled vendors for the said purpose who qualified in Technical Bids only shall be eligible to participate.
2. SBIIMS will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. SBIIMS will inform the vendor in writing , the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time , etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed format (provided by service provider) before start of e-Tendering Process. Without this the vendor will not be eligible to participate in the event.
6. E-Tendering Process will be conducted on schedule date & time.
7. At the end of E-Tendering Process, the lowest bidder value will be known on the network.
8. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to SBIIMS through service provider within 24 hours of completion of E-Tendering without fail.
9. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with SBI as per prevailing procedure.



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

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

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

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

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

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

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

7. OTHER TERMS & CONDITIONS:

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



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

N.B

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



## Process Compliance Form

## Annexure- I

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

To

Date:

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

**Sub: Agreement to the Process related Terms and Conditions for the e-Tender**

Dear Sir,

This has reference to the Terms & Conditions for " e-Tendering for **AIR-CONDITIONING WORK AT PEARSONMUN BRANCH** Vide **TENDER ID G UW201905003** dated **03.05.2019**

This letter is to confirm that:

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

With regards

Signature with company seal

Date:

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:



Scan it and sent this document on [birva@procuretiger.com](mailto:birva@procuretiger.com) / [hemang@procuretiger.com](mailto:hemang@procuretiger.com) / [sbiims.circleguw@gmail.com](mailto:sbiims.circleguw@gmail.com).



## TERMS & CONDITIONS OF THE CONTRACT

### GENERAL INSTRUCTIONS TO THE TENDERERS

#### 1.0 Scope of Work

Tenders are invited by SBIIMS on behalf of State Bank of India for **AIR-CONDITIONING WORK AT PEARSONMUN BRANCH** Vide TENDER ID **GUW201905003** dated **03.05.2019**

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

#### 2.0 Tender Documents

2.1 The work has to be carried out strictly according to the conditions stipulated in tender consisting the following documents and the most workmen like manner,

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

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below:

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

2.3 The tender documents are not transferable.

#### 3.0 Site Visit

The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender



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

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

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

4.2 No interest will be paid on the EMD.

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

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

4.5 The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open acceptance by the SBIIMS or after it is accepted by the SBIIMS, the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

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

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

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

6.1 Total security deposit shall be 5% of final certified Bill value. Out of this 2% of contract value is in the form of initial security deposit, which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e. deduction from each running bill account will be 10% till total 3% of contract value is reached. 50% of the total security shall be paid to the contractors without interest on the basis of certifying the virtual completion. The balance 50% would be paid to the contractors without interest within 15 days after the end of the defect liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.





**6.2** No interest shall be paid to the amount retained by SBI as Security Deposit.

### **7.0 Signing of Contract Documents**

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract (draft agreement attached herewith) within 7 days from the receipt of intimation of acceptance of his tender by SBIIMS. However, the written acceptance of the tender by the Bank will constitute a binding agreement between SBI and successful tenderer whether such formal agreement is subsequently entered into or not.

### **8.0 Completion Period**

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

### **9.0 Validity of Tender**

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

### **10.0 Liquidated Damages**

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

### **11.0 Rates and Prices**

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

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



## Form of Tender

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

Dear Sir,

**Re: AIR-CONDITIONING WORK AT PEARSONMUN BRANCH Vide TENDER ID**  
**G UW201905003 dated 03.05.2019**

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

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

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

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

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

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

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

Or

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



Or

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

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

6. Name of Partners/Directors of our Firm :

- i)
- ii)
- iii)

Yours faithfully

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

Signature and address of witness

Signature:

Designation:

a) Signature:

Name:

Address:

b) Signature:

Name:

Address:



## Draft of ARTICLES OF AGREEMENT

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

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

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

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

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

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

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

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



conditions (hereinafter collectively referred to as the said condition) have been signed by the parties hereto and the contractor has agreed to execute the works upon and subject to the said conditions.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payment to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions executed the completed the works shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor by the said owner through SBIIMS as described in the said specifications and the said priced schedule of quantities.
2. The owner will pay to the contractor the sum of Rs.....(Rupees..... ), hereinafter call the contract sum or such other sum as shall become payable hereunder at the times and in the manner specified in the said condition. However, the actual sum will be paid on the actual value of work done, irrespective of the contract sum.
3. The plans, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.
4. The said contract comprises .....as above mentioned, and shall subsidiary works connected therewith within the same site as may be ordered to be done from time to time by SBIIMS even through said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.



5. Notwithstanding what are stated in the special condition, conditions, of contract and hereinafter stated the owner through SBIIIMS reserves to himself the right to alter the drawings and nature of the work and of adding to or omitting any items of works from or of having portions of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contact.
6. The said condition shall be read and be treated as forming part of this Agreement, and the parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and perform the same on their part to be respectively observed and preferred.
7. Any dispute arising under this Agreement shall be referred to the arbitration of a sole arbitrator appointed with consent of the Owner and the contractor as indicated in the Article of the general conditions. The award of the arbitrator shall be final and binding on both parties.

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

WITNESS

1.

2.

EXECUTANTS

1. OWNER

2. CONTRACTOR

Common Seal

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



## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 Definitions**

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India (Client) and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

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

1.3 ‘The Contractor’ shall mean the name of the contractor undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

1.4 The expression ‘works’ or ‘work’ shall mean the permanent or temporary work described in the ‘Scope of Work’ and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

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

1.6 ‘Drawings’ shall mean the drawings prepared by the employer and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time ‘

1.7 ‘Contract value’ shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.



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

1.9 "Month" means calendar month.

1.10 "Week" means seven consecutive days.

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

## **2.0 Language**

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

## **3.0 Errors, Omissions and Discrepancies**

In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc, the following order shall apply.

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the latter shall be adopted.
- iv) In case of difference between rates written in figures and words, the rate in words shall prevail.
- v) Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.

## **4.0 Scope of Work**

The contractor shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Employer.

## **5.0 Letter of Acceptance**

Within the validity period of the tender the Employer will issue a letter of acceptance by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the





tender. The letter of acceptance shall constitute a binding contract between the Employer and the contractor.

**5.1 Contract Agreement:** On receipt of intimation of the acceptance of tender from the Employer the successful tenderer shall be bound to implement the contract and within seven days thereof he shall sign an agreement in a non judicial stamp paper of appropriate value.

### **6.0 Ownership of drawings:**

All drawings, specifications and copies thereof furnished by the SBIIMS through its Architects/ Consultants are the properties of the SBI. They are not to be used on other work.

**6.1 Detailed drawings and instructions:** The SBIIMS through its Architects/ Consultants shall furnish with responsible promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor is to prepare a detailed program schedule including therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBIIMS through the Architect/ Consultant.

### **7.0 Copies of Agreement**

Two copies of agreement/tender document duly signed by both the parties with the drawings shall be handed over to the contractors.

### **8.0 Liquidated Damages**

If the contractor fails to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.5% of the contract value per week subject to a maximum of 5% of the contract value.

### **9.0 Materials, Appliances and Employees**

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among