

**A.GENERAL TERMS AND CONDITIONS**

**PAINTING AND REPAIRING WORK (CIVIL) FOR SANTINIKETAN BRANCH BUILDING PREMISES**

Dear Sir,

We invite you to quote your **“Item Rate” tender** for the above mentioned work in the schedule enclosed. Your tender duly filled in, signed and sealed, should be addressed to the office of SBIIMSPL, CO-Kolkata of aforesaid address and reach as per date and time mentioned in the NIT. The tenders will be opened as per date and time (can be changed as per Bank’s discretion) mentioned in the NIT. The envelope containing the enclosed price schedule, duly filled in, along with a BANK draft for **Rs 11,000/-** as EMD in favour of **SBI Infra Management Solutions Pvt. Ltd.**, payable at **KOLKATA**, should be super scribed with the **“Name of the work**, date of submission and date of opening” as advised herein, on the top. It is suggested that the tender be sent by registered post/ personally so as to reach this office on or before the due date and time. Other terms and conditions are as under:

- No Tender will be accepted after scheduled time and date. Unsealed Tender will not also be accepted.
- 2. **The standard rates of all the items in the Work schedule is inclusive of all taxes/duties/levies (i.e. GST on material, TDS etc. as applicable to a contractor and are subject to deduction at source by the bank from bills/dues) including wastage, transportation of material to the aforesaid work site, etc.**
- The tender should remain valid for acceptance by the Bank for a minimum period of **120 days** from the date its opening, which may be extended by mutual agreement and tenderer, shall not cancel or withdraw the tender during this period.
- **Time is the essence of this contract.** The contractor whose tender is accepted shall take up the work on hand immediately and complete the same **within 75** days from the date of receipt of written work order or the date of handing over of the site, whichever is later. No Extension of time is permissible. However if the contractor does not complete the work within the prescribed time limit, the bank may consider the extension of time limit for completion of the work without prejudice of Bank’s right to recover the liquidated damages as per the terms mentioned in the NIT & detail as under.

- The delay in completion of work beyond stipulated period and without any valid reasons shall be subject to **liquidated damages @ 0.50% per week** subject to maximum amount equivalent to 5% of the contract amount.
- The Bank does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) thereof.
- **Two Tenders with same discount If found in L1 Position**, then Bank reserves the right to hold negotiation for further discount with the both lowest tenderer in a **sealed cover** to avoiding further tendering process.
- The tenders received without Earnest Money Deposit in the required form are will be consider as **Non Bonafied Tender** & liable for rejection. No interest shall be paid on the said deposit.
- The **EMD** of the unsuccessful tenderer will be **refunded within 90 days** from the date of opening of the tender or finalization of the tender, whichever is earlier.
- The contractors are requested to acquaint themselves with the site conditions, terms & conditions, schedule of items and technical specifications of the tender before quoting the rates.
- **Total Security Deposit:** 5% of the value of the contract amount including EMD. Defect liability period of the contract is **12 months**. Total Security Deposit will be refunded after completion of defective liability period subject to the condition that the defects due to poor workmanship, materials etc related to the work appeared during this period shall be rectified by the contractor not later than by 28 days form the date of expiry of the defective liability period.
- The Bank under any circumstances will not entertain the request for payment against material at site. However, payment of running bills could be considered depending on the progress of actual work done subject to verification of measurements etc by the Bank's Engineer.
- In case, contractor fails to undertake the work at site within 7 days from the date of issue of work order, the Bank reserve the rights to entrust the work to any other contractor at its discretion and earnest money deposit of defaulter contractor will be forfeited.  
, **on demand, has to submit rate analysis** of desired items within stipulated period.
- The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the prior written consent of the Bank.
- The contractor shall carryout **entire work strictly in accordance with the detailed specifications and instructions of Bank's Engineer**. If in the opinion of the Bank, changes have

to be made in the layout, the contractor shall carry out the same without any extra cost to the Bank.

- The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract of work and acquaint himself with all local conditions, means of access to the work, nature of work and all matters appertaining thereto. The contractor has to arrange by his own of everything like electricity, water, material storage space and labor license as required for completion of the work.
- This is a Item rate tender. The quantities given in the schedule of items are approximate & payment shall be made only for the quantities executed as per the actual measurement. The contractor is not entitled for any sort of compensation towards the materials procured & stored in excess of the measured quantity, if any.
- The bank reserves the right to increase & decreased the tendered quantity of any or every item at any stage of the work. Contractor shall execute the increased quantities at the accepted tendered rate. The contractor's claim for compensations or damages in this respect shall not be entertained.
- The quantities mentioned in the schedule of items are approximate and no further claims will be entertained for any change in the quantities. Some civil items like plumbing, sanitary and tiling work in toilets, canteen and other areas are provisional. If landlord does not execute these works or workmanship of executed work is not satisfactory, under such circumstances, these works will be executed by the contractor. Contractor shall quote rate accordingly.
- The rates quoted by the contractor shall be firm & fix and no variation will be allowed in individual rates on any account. The rate quoted should be inclusive of all taxes, duties, levies imposed by the Central or State Govt. or local administration and as applicable or become applicable during the completion period.
- The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. The rates for such items shall be decided by the bank within its sole discretion on the basis of rate analysis prepared by the contractor by taking into account prevailing market rates of material and labor involved and 10% to 15% contractor's profit.
- The contractor shall study the schedule of items, technical specifications, drawings, design, etc. for its sufficiency considering all the regulations of local authorities and supply company and code of standard as applicable at the time of submitting the tender and shall bring to the notice addition or deletion, if any, in writing along with the tender.

- Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of transport condition, availability of labour and materials, access and storage for materials and removal of rubbish
- The contractor shall strictly comply with the provisions of safety code. And also the Contractor shall strictly comply with the provisions of contract labour acts or any other act pertaining to the contract labor that may be in force or that may be introduced during the currency of contract. Compliance of such acts now or subsequently will be at the contractor's cost.
- **This work will be in a functioning branch building** & must be carried out without any hindrance to the functioning of the office/Branch within the complex. The working time shall be suitably planned to avoid inconveniences to the staff & office and should be prepared to do it during in night hours.
- Carriage of material to the work sport & removal of wastes & excess materials from there shall be done without causing any hindrance to the movement of vehicles & staff. All waste material shall not be accumulated at the site in view of limitation of space. The waste shall be disposed off away from the site without any complaints of Civic Authorities & at the contractor risk & cost.
- If in the opinion of the Bank the **Item rates quoted** by any contractor are found **unworkable & unreasonable** keeping in view the specifications proposed and workmanship expected, the **Bank may ask to submit rate analysis for each item within a stipulated time period & if the vendor fails to submit the same in time then Bank has the right to reject such tenders within its sole discretion and without any notice** to the contractors.
- **Before Commencing the work, Contractor Must get the approval of all the materials brought to the site for the use by the EIC, otherwise it will be deemed as unspecified material are being willfully used.** All facilities for prior inspection of materials & subsequent verification of the work by representatives of the bank made be available, at cost of the contractor.
- Thickness, quality, shade, texture and brand etc. of the used material, should be as per schedule list and as approved by the Engineer in Charge .
- The work has to be executed in close & effective co-ordination with other executing agencies & concern department operative in that floor. Material access regulation, Security measures & permissions required to be observed & obtain from competent authority of Bank & act strictly according to them.
- Rates quoted shall be cleaning inclusive of floor, making good to damaged areas due t.o their workmanship, wall, floor & ceiling or any other material/furniture after completion of

work. Rates shall be inclusive of removing all the debris & any other unserviceable materials as per direction of EIC.

- If the **contractor performance is found to be unsatisfactory**, the bank reserves the right to cancel in part or whole of the contract & gets the work executed through alternative means at the entire risk & cost of the contractor by giving seven days notice. In such cases, the contractor should make good all losses that the bank may incur on account of same.
- In case of the contractor abandons the work for any reason whatsoever, the bank shall issue the final notice to the contractor to remain present at the site on due date & time as per the notice. In spite of such notice, the contractor remains absent on site on such due date, the Bank's Engineer will take the measurement of completed part of the work unilaterally, which will be binding on the contractor & the balance work will be got carried out by the bank through any agency at the entire risk & cost of the contractor.
- In case of any substandard or poor quality materials used by the contractor in the Bank's work, the same shall be replaced forthwith by Bank's specified materials with bank's **Caution note**. Three such "**Cautioned Note**" issued by the bank will liable the firm to get De-listed.
- The Bank may choose to split up the entire scope of work amongst any number of parties within its sole discretion irrespective of the lowest rates.
- Tender in duplicate, will have to submit in two parts **Cover-1 which is to be** sealed & super scribed with the name of the work. Cover-1 shall contain Annexure -I (i.e. all the General, technical & commercial terms & conditions prescribed by Bank.) duly filed in by the tenderer along with enclosures of any stipulation proposed by the bidder & the prescribed **Earnest money deposits (EMD)**. & **The cover- II** shall contain the offered price which shall be submitted in online mode only.
- On acceptance of the tender, the successful tenderer shall be given the work order, in duplicate & the duplicate copy has to be returned duly signed by the contractor as a token of acceptance of work order including the terms of contract along with their tender, failure to which their tender is liable for rejection without any notice which please note
- **SBI has the right to accept/reject any/all tenders without assigning any reasons whatsoever.**

Vice President

Circle Office, Kolkata

(For & behalf of State Bank)

DECLARATION

I/We have understood all the above conditions. If I/We fail to start/ or execute work within the stipulated period of time, our Security deposit will be forfeited.

Place:

Date:

Signature of Contractor

**C.INSTRUCTIONS TO THE TENDERERS**

While quoting for each item of work, the tender should consider for the following, irrespective whether it has been mentioned or not in the description of the item without any extra claim/payment:

- The “**Item Rate**” column to be legibly filled (in ink) in online mode.
- All paper connected with the tender, including these instruction, schedule of items, technical specification, drawing etc should be **signed & returned by the tenderer** to the bank while submitting the tenders. Incomplete tenders are liable for rejection.
- No alterations or additions are to be made by the tenderer to the text or the Schedule of these tender papers. Any tenderer who proposes any alterations to any of the condition/s laid down or which proposes any other conditions of any description whatsoever is liable to be rejected.
- All entries in tender document should be in English & in Ink or typed. All corrections should be attested under full signature of the contractor. Corrections where necessary should be made by scoring the wrong words/figures & attesting by full signature of the contractor. These shall not be erased/overwritten/corrected by whitener.
- No liability whatsoever will be admitted nor claim allowed in respect of errors in the submitted tender due to missing / duplicate pages, indistinct writing or any other error in the tender documents which should have been rectified in the manner described above.
- In the event nothing is quoted (at per/above/below) by the contractor, the tender is considered as non-bonafide & may liable for rejection.
- Rate quoted should be for specified brand only. Contractor cannot be permitted for use of non-specified brand. If specified brand is not available, equivalent brand can be used as per permission of bank’s engineer. For civil & interior work, specification of CPWD shall be followed if there is any doubt about specification of the work given in the tender.

- **Incomplete tender, conditional tenders, tender received after prescribed time & date through courier/post or by hand, tenders not confirming to the terms & conditions prescribed in the tender documents shall be rejected**
- **CAUTION NOTE: Please note that** the contractor quoting **abnormally low / erratic rates (+/- 20% Limit)** may be asked to **submit rate analysis & performance guarantee** in the form of Bank Guarantee issued by any scheduled Bank as per draft supplied by the Bank, within a period of one week before award the work. The amount of said Bank Guarantee shall be equal to **110%** of the difference in tender amount quoted by the contractor and the proposed estimated cost of the work as mentioned in NIT. Alternatively, the contractor may choose to deposit the said amount in the form of STDR/FDR in favour of **SBI Infra Management Solutions Pvt. Ltd. , CO-Kolkata**, preferably issued by the SBI. This Bank Guarantee/STDR/FDR will be treated as an additional security deposit for due fulfillment of contract and will be retained by the SBI for entire completion period of the project. The contractor shall undertake not to cancel/withdraw the said Bank Guarantee/STDR. In case contractor fails to undertake the job within stipulated time or leave the same incomplete or carryout substandard job, the bank will be at liberty to forfeit the said initial security deposit and additional security deposit by invoking the Bank Guarantee/en-cashing the STDR/FDR.

DECLARATION

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

I/we hereby accord our unqualified consent & agreement to the said conditions. .

Date:

Signature of Contractor

**I) List of Approved Brand and/or Manufacturer for Interior Furnishing Work.**

SR. NO.	Description	Name of the manufacturer
1	a) Locks	Godrej/Ebco/Hettich
	b) Floor Spring, patch Fittings c) door closer/stoper	EVERITE,, Dorma/ Godrej/ Door set/ebco/0zone SS mat finished-push type only
2.	Night Latch	Godrej/Doorset/Europa of S.S brush Finished
3.	Glazing	Aasahi , TATA, Modi Guard or Saintgobain
4.	Ply wood /B. Board All <b>BWP/BWR</b> Grade Confirming IS 710/1659	<b>Century Architect/Sylvan Oceanic Premium/Green Club Plus or equivalent as approved by EIC.</b>
5	Laminate-1/1.25mm thickness confirming IS-2046/1995	Formica/Royaltouch/century Lam/Amulymica any Eq. As approved. ( <b>Bank's Approved Frosty White &amp; Blue</b> )
6.	Flush Door (B.W.P.) confirming IS-2202 (Part-1)	Green/Century/Sylvan
7.	<b>Teak Wood Veneer (Natural)</b>	Decowood/ Euro/ Green/Any Equivalent As Approved by EIC
8.	<b>Fibre Cement board</b>	Vishaka / Century/Shera/ Equivalent as approved by EIC
7.	Mineral fiber board ceiling	<b>Armstrong /USG/Owa</b>
8.	Gyp board False ceiling	<b>India Gypsum Ltd./USG</b>
9	Handles, tower bolts, Drawer slide channels Telescopic,	Ebco/Hettich /Innofit/equivalent premium quality bottom mounted
10	M S Key board tray without mouse	Ebco/Hettich/Innofit /Featherlite
11	Vertical blinds	Vista/EGL/Mac/Marvel /Packman equivalent.
12	CPU Trolley	Ebco/hettich/Innofit/Featherlite
13	Modular items like chairs, storage units, drawer units	Featherlite/Godrej/Wipro
14.	Chemical Adhesive	Pidlite/Quickfix/ Latticrete
15.	Motorized/ Manually Operated Blind	Vista Levolor/ MAC/ Hunter Douglass
16.	Aluminum Composite Panel	Aludecor /Alex /Alubond or Alstrong
17.	Adhesive	Movicol / Fevicol / Aralditeicol / Araldite.
18.	Vinyl Flooring	Regent Winner/Armstrong/any equivalent
19.	Aluminum Tubular Section:	Minimum 1.5 mm thick of Jindal/Hindalco/Indal(2"X1"/1"X1")
20.	Melamine	Asian Paint,Shalimar,ICI
21.	<b>Solid Surface ( 100 % Acrylic)</b>	<b>Corian (M/S DuPont/Merino/LG Equivalent as approved by EIC.</b>



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

SR. NO.	Description	Name of the manufacturer
1a	Sanitary Fittings	Parryware/Hindware/Cera/Nirali
b	Plumbing Fixture	ESSCO/Parryware/HINDWARE
c	GI Pipes	TATA( Medium)
2.a	Synthetic enamel, Distemper, plastic emulsion	Berger /Asian /Dulox /equiv
b	Wall Putty	Birla White/ J.K white
3.	Glazing	Aasahi , TATA, Modi Guard or Saint-Gobain
4	Cement	JK. Ultratec, Acc/Lafarge/equiv
5	Water Proofing	Sika,Asian Paints, BASF or as approved
6	Ceramic tiles	Johnson / Somany/ Sempolo/equivalent as approved
7	Double glazed vitrified tiles	Kajaria/ somany/Jhonson/Sempolo or equivalent as approved
8.	Texture Paint	Berger /Asian /Dulox/Nerolac

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

- Bank reserve the right to **insist on selection of material**, workmanship, detailing & finishes, which they consider as appropriate & suitable for intended use. The contractor is not eligible for extra on this account.
- Bank will require the contractor to **produce samples of all materials**, accessories & finished prior to use in the site. There by submitting the list of selected material approved by Bank's Engineer from the sample & then after the material can brought to site for carry out the work. Failure to comply with these instructions will result in rejection of work.  
**All materials specified above shall be used only after quality check/inspection/approved by EIC.**
- Whenever decorative ply wood veneer/ Laminate are specified, it must be ensured that the specified veneer or laminate shall be matching veneer/laminate as directed. The grains of veneer & the colors of laminate are as per the approved shade. Bank have right to reject if above specification is not adhered to. Whenever polishing is specified, it should be high quality melamine finished sprayed or hand applied to high gloss or matt as directed at site & strictly be carried out as per Manufactured specification
- The dimensions provided in the drawing as well as in schedule are likely vary slightly according to the size available in the premise are where they are to provided or placed.

Bank has the right to slightly modify the dimensions of items to suit the site & no claim therefore shall be made by the contractor.

- In all cases of measurement will be made on net items as supplied & installed in site. Wherever areas are furnished in square meter for items, such as carpet, vertical blinds, curtains etc, payment will be made on actual area laid to suit the shape & size of the room. The tenderer should note that all cutting wastages ,stitching ,jointing & several special features such as pleats ,overlap ,hem etc shall be absorbed by them within the quoted rates & no separate payment will be made for above & similar items. The partitions will be measured in visible area (below false ceiling portion) however the supported frame should be provided & anchored in to the ceiling. The frames shall be covered with 6 mm thick plywood above false ceiling within the quoted rate.
- The successful tenderer shall make cut-outs for tube light, spotlights, duct doors for specified size, grill etc in the false ceiling including providing additional supports around the cut-outs & also support from the support from the ceiling within the quoted price. Actual "seen" surface plan area & vertical will be measured & paid for. The cut-out area each more than 0.5 Sqmtr will be deducted from the actual "seen" plan area measurement.
- The successful tenderer shall provide brass oxidized hardware fittings of approved quality having ISI marked as listed above. Samples of all hardware fittings shall be got approved by Bank Engineer well in time, before procurement
- The successful tenderer should arrange labour accommodations outside the premises at his own cost
- The work has to be carried out in phases without disturbing in banking hall. Necessary barricading of the area of the work from the rest area shall have to arrange by the contractor at no extra cost. In addition to this necessary shifting of minor goods as required during progress of work such as table, almirha, files etc shall be taken care by the contractor within his quoted rates.
- At the time of handing over the site, if any scratches or decoration of above specified material as used is being observed, then Bank shall have the right to insist application of another coat or replacement of the material as required
- The challan of the materials or the invoice or the certificate from concerned companies will be required to be submitted if demanded by bank's engineer at the time of submission of the final bill. If the approved brands mentioned as mentioned in the item are not available or requisite shade/ quality is not available, other brand as approved

by the Bank's Engineer only to be used for the work. Decision of bank's engineer shall be final and binding on the contract.

**Declaration**

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

Place:

Date:

Signature of Contractor

**E.SPECIAL CONDITION OF CONTRACT**

- **Setting out the work:** a)The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the consultant/ Bank's Engineer before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the consultant/ Bank's Engineer the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the SBI.
  - The dimension provided in the schedule as well as in the drawing are likely to vary slightly according to the size & space available in the Premise Area where they are to be provided or placed, Bank have the right to slightly modified the dimensions of the items to suit the site & no claim therefore shall be made by the contractor.
- **Protection of works and property:** The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to causes beyond his control.
- **Inspection of Work:** The Bank's Engineer/Consultant or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor

shall give every facility for inspection and examination and test of the materials and workmanship.

- **Quality of Materials, Workmanship & Test:** All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Bank's Engineer/Consultant instructions and shall be subject from time to time to such tests as the Bank's Engineer/Consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining measuring sampling and testing any material or part of the work before/after incorporation in the work for testing as may be selected and required by the Architect/Consultant.
- **Obtaining Information related to execution of work:** No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.
- **Works to be measured:** The Bank's Engineer/Consultant may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the them in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance All authorized extra work, omissions and all variations made shall be included in such measurements.
- **Bill Submission Format:** The bill shall be as per tender specification as detailed below along with Detail Measurement Sheet. Bill will not be accepted if detail calculation sheet of the quantity executed at site is not being attached. If required then the contractor may be ask to submit the Manufacturing certificate in due course of bill checking period or sketch incorporating actual measurements as per measurement sheet.

**Tender No.:** KOL202005001

**Category:** 1 (b)

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

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

Signature of the tenderer with seal

Date:

Place: