

# STATE BANK OF INDIA THIRUVANANTHAPURAM CIRCLE

# INVITES TENDERS IN TWO BID SYSTEM WITH PRICE BIDDING THROUGH E-TENDERING FOR

## SUPPLY, INSTALLATION TESTING AND COMMISSIONING WORKS OF 1 No. 5 PASSENGER LIFT & ALLIED WORKS FOR STATE BANK OF INDIA, KOTTAYAM TOWN BRANCH

Last date for submission of Tender: 3:00 PM (IST) on 03.07.2024.

Opening of Tenders: 4:00 PM (IST) on 24.07.2024.

NIT No.: THI/LHO/2024/09

Consultants: M/s. ENARC CONSULTANTS

Architects & Engineers, M.G. Road, Thrissur-1, Kerala

Ph: 2441901&2441905, Fax: 91-487-2442011 Mob-8129333440

The Assistant General Manager,
Premises & Estate Department,
State Bank of India,
LHO Building, Poojappura,
Thiruvananthapuram695012

#### NOTICE INVITING TENDER. (NIT): THI/LHO/2024/09

Tenders are invited from competent OEM'S/ authorized dealers/authorized partners/ associates of reputed brands satisfying the eligibility criteria with proven expertise for LIFT INSTALLATION WORKS OF STATE BANK OF INDIA, KOTTAYAM TOWN BRANCH" by State Bank of India, Premises & Estate Department, Local Head Office, Thiruvananthapuram. Vendors/Contractors who have defaulted with similar works with Bank in the past are not eligible to participate in the tender.

1	Estimated cost of work:	Rs. 10.65 Lakhs. (Estimated value is for Supply & installation of lift & allied works exclusive of GST and exclusive of AMC)
2	Name and Description of the work	Supply, Installation, Testing And Commissioning of one no of 5 Passenger Machine room less lift & allied works for State Bank of India, KOTTAYAM TOWN BRANCH
3	Time of Completion:	120 DAYS.
4	Date of download of tender documents from Bank's web site http://www.sbi.co.in under "procurement news ".	From 03.07.2024 to 24.07.2024
5	Last date and time for submission of tender.	Date:24.07.2024 by 3:00 P.M
6	Earnest Money Deposit. (EMD)	Rs. 11,000/- (Rupees Eleven thousand Only) in the form of DD / Bankers Cheque/Bank Guarantee in favor of "AGM(P&E),State Bank of India" payable at Thiruvananthapuram. (Without which tender will be out rightly rejected)
7	Tender document fee	NIL
8	EMD to be submitted at:	EMD, Tender document and documents satisfying eligibility criteria should be submitted physically at Assistant General Manager (Premises & Estate Department),SBI Local Head Office, Poojappura, Thiruvananthapuram – 695012 before 24.07.2024 by 3.00 P.M. Contact: Assistant General Manager. 0471-2419410/2419435/402.
9	Date and Time of opening of Tenders: (Technical Bid)	Date: 24.07.2024 at 4.00 P. M. (IST) at above office address. Technical Bid of those firms / contractors who do not submit EMD/ MSME Registration shall be rejected. Representatives of Bidders may be present during opening of Technical Bids. However Bids would be opened even in the absence

		of any or all the bidder's representatives.
		Price bidding will be conducted online. Technically qualified vendors will be intimated to submit the <b>price bid</b> on website 'etender.sbi' on the date fixed by SBI. Price bids submitted will be opened on the same day.
10	Bidder Contact Details.	Bidder to provide following information. Name of Company. Contact Person. Mailing address with Pin Code. Telephone number and Fax number. Mobile Number and E-MAIL.
11	Agency for arranging online bidding.	M/s. e-Procurement technologies Limited, B704, Wall Street 2, Ahmedabad, Gujarat - 380006.  (Details of Contact persons shown below)
		, ,
12	Mode of payment	Stage wise payment as given below
		60% of the value of all lift materials delivered at site after inspection by the Architect / SBI Engineer
		30% after completion of Erection and inspection by the Architect / SBI Engineer
		10% after successful, Trial runs, commissioning handing over & Training the SBI staff etc. after final verification by the Architect / SBI Engineer
14	Retention money and release of security deposit	
а	Retention money from each bill	10 % of gross value of each bill subject to maximum 5% of the contract value including EMD and ISD.
b	Total retention money including ISD	5% of contract value
С	Release of Retention Money	50% of the total Retention Money 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 payment to be released on submission of Bank Guarantee on any Scheduled Bank, Other than SBI, in the prescribed manner and valid till the

		completion of defects liability period of 12 months.
15	Insurance to be undertaken by the contractor at his cost	125% of Contract Value (Erection all risk policy - EAR)

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

## In case of any query related to e-tendering, contact EPTL for support on below contact details:

Working Hours: Monday to Friday - 10:00 AM to 07:30 PM (IST)

1st, 3rd and 5th Saturday - 10:00 AM to 06:00 PM (IST)

2nd and 4th Saturday – Holiday

**Primary Contact:** 

Ms. Geeta Gautam, geeta@auctiontiger.net, +91 7990334460

For Escalations: Mr. Vishal Tiwari, vishal@eptl.in, +91 9081000235

For Registration / DSC Verification / Profile Approval:

Sonu Tank, Sonu@abcprocure.com, +91- 63532 17080

Satabdi Dey, Satabdi@abcprocure.com, +91- 90990 90830

For Escalations: info@abcprocure.com

For e-Auction Support:

Safwan Ansari, Safwan@eptl.in, +91 - 98799 96111

Komal Dave, Komal.d@eptl.in, +91 - 99044 07997

For Escalations: Support@abcprocure.com

For e-Tender Support:

Nandan Valera, Nandan.v@eptl.in, +91 - 90810 00427

Fahad Khan, Fahad@eptl.in, +91 - 99044 06300

Dinesh Bagresha, Dinesh.bagresha@eptl.in, +91 - 9510812960

Devendra R, Devendra.r@eptl.in, +91 – 95108 12971

Nikhil Khalas, Nikhil@eptl.in, +91 - 93745 19729

For Escalations: Support@abcprocure.com

Note: All the pages of the Tender document shall be sealed and signed by the Contractor in token of acceptance of all terms and conditions.

\* - In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

#### Eligibility criteria for the tenderers

The Contractors have to submit self-attested copies of the following documents along with the tender (Technical Bid).

- 1. OEM'S/ authorized dealer/ authorized partners/associates/channel partners of long standing, having adequate resources and experience in execution of works in the related field and those who completed works for CPWD/BHEL/MES / Govt. / PSUs / Banks / Reputed Private Organizations / Individuals/Corporate Buildings only need apply. The Company must submit Satisfactory Report for the completed works for CPWD/BHEL/MES / Govt. / PSUs / Banks / Reputed Private Organizations / individuals/ Corporates. List of the installations shall be enclosed as a proof
- 2. The contractor shall be an OEM/ authorized dealer/ authorized partners/associates/channel partners of long standing shall have installed similar or higher capacity installations of gearless type during the last five years ending last day of month, previous to the one in which tenders are invited.
- 3. Average Annual financial turnover for best 3 out of last 5 financial years ending 31st March 2023 should be at **least Rs. 2.0 crores.** Copies of the audited Annual Balance Sheet for the last five financial years ending 31.03.2023 shall be submitted in support of claims.
- 4. They must have a registered office and service set up in Kerala .They must submit the man power list and details of service personnel attending the breakdown calls.
- 5. Details of the service set up for Kottayam with manpower shall also be enclosed.
- 6. They should be registered with the Sales Tax department.

5

- 7. They should submit Income Tax registration, GST registration valid PAN.
- 8. Proof of valid digital certificate.
- 9. They should be registered with Kerala State Electrical Inspectorate

The applicant must have a valid digital certificate. Proof of the same shall be submitted.

On the date specified for opening of Tender, only the Technical Bids will be opened. Eligible tenderers after processing their details listed above will be advised to submit the price bids on a specific date as per the BOQ on etender.sbi and the same will be carried through e-procurement technologies ltd. Price bids of qualified vendors will be opened on the date and time informed by SBI. All the qualified vendors will be intimated about the price bid opening.

Please read the 'INSTRUCTIONS TO TENDERERS' thoroughly before submitting the Tenders. Also note to verify the Bank web-site under 'PROCUREMENT NEWS' before the last date and confirm that 'CORRIGENDA' to the Tender Notices issued (if any) has been read and / or complied with.

#### INSTRUCTIONS TO TENDERERS.

1. This tender is for the "LIFT INSTALLATION WORKS OF STATE BANK OF INDIA, KOTTAYAM TOWN BRANCH". It is a Two Bid system containing Technical cum prequalification bid and Price Bid.

In their own interest the contractors are advised to use their own specific seals and desist from using currency coins for the purpose. Tenders with incomplete or broken seals are liable to be rejected, the matter solely resting at the discretion of the EMPLOYER / ARCHITECTS. If a Contractor does not quote for one or more items, the Tender will be considered as incomplete and will be rejected.

- 2. Employer/Architects reserve to itself the right to accept or reject any tender without assigning any reason for doing so and does not bind itself to accept the lowest or any other tender.
- 3. General Specifications are for guidance only. The latest ISI codes and Specifications and mode of measurements will be referred to during execution.
- 4. The term "THE ARCHITECTS" in the said conditions shall mean M/s. ENARC CONSULTANTS Architects & Engineers, M.G. Road, Thrissur-1, KERALA, Ph. 2441901 & 2441905, Fax: 91-487-2442011.
- 5. Employer or Client shall mean **Assistant General Manager (Premises & Estate)**, State Bank of India, Premises & Estate Department, Local Head office, Thiruvananthapuram
- 6. The tender is to be submitted in a sealed cover super scribed as "LIFT INSTALLATION WORKS OF STATE BANK OF INDIA, KOTTAYAM TOWN BRANCH" (EMD & Technical cum prequalification Bid) containing the tenderer's EMD (in the form of a Demand Draft), Technical bid and supporting documents for prequalification criteria, BOQ. There should not be any mention about the price in any manner in cover. All pages should be properly tied and tagged in its order for easy identification during

scrutiny. Full address with phone no. of the tender should be written on the sealed covers.

All pages should be signed and sealed by the tenderer. No deviations from the tender are acceptable. For uploading the price bids assistance will be provided by M/S E-procurement Technologies limited, Ahmedabad.

7. Bills of quantities in respect of each work and specification shall accompany this tender notice. The tenderers must use only the form issued by the SBI. The Bills of quantities are liable to alternations by omission, deduction or addition at the discretion of the SBI.

### **INDEX**

1	TENDER FORM	9
2	NOTICE TO CONTRACTOR	11
3	ARTICLES OF AGREEMENT	17
4	APPENDIX TO GENERAL CONDITIONS OF CONTRACT	19
5	INDEX TO GENERAL CONDITIONS OF CONTRACT	20
6	SPECIAL CONDITIONS OF CONTRACT	22
7	SPECIAL CONDITIONS AND SAFETY CONDITIONS	35
8	OTHER CONDTIONS	39
9	TECHNICAL SPECIFICATION & LIST OF I.S. CODES	42
10	DETAILED SPECIFICATIONS	42
11	BUSINESS RULE DOCUMENT FOR ONLINE PRICEBID SUBMISSION	45
12	BRIEF DETAILS OF BIDDERS	51
13	BOQ	52

#### 1. TENDER FORM

## <u>LIFT INSTALLATION & ALLIED WORKS OF STATE BANK OF INDIA, KOTTAYAM TOWN BRANCH</u>

Dear Sirs,

I/We the undersigned have carefully gone through and clearly understood after visiting the site and the Tender drawings and tender documents comprising of the tender form, Notice to contractors, and conditions for building contract, Special Conditions, Specifications and Schedule of Probable quantities and Draft Agreement prepared by your Architects M/s. ENARC CONSULTANTS, Architects & Engineers, M.G. Road, Thrissur-1, KERALA, Ph: 2441901 & 2441905, Fax: 91-487-2442011.

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates which/I/We have quoted for the respective items of the Probable Bill of Quantities.

I/We are depositing as Earnest Money a sum of Rs. 11,000/- (Rupees Eleveen thousand only) in favor of The 'Assistant General Manager(P&E), SBI, Thiruvananthapuram.' along with this tender for due execution of the work at my/our tendered rates together with any variations which shall be adjusted by the Architects at prices based on our tendered rates. I/We shall deposit further sum equivalent to 2% of tender amount, less EMD paid in the event of my/our tender being accepted, towards initial security deposit within 15 days of the receipt of work order.

In the event of this Tender being accepted I/We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, within 15 days of receipt of work order, in default thereof, I/We do hereby bind myself/ourselves to forfeit the aforesaid Earnest Money deposit.

I/We further agree to complete the work covered in the said schedule of quantities within four months from the 15<sup>th</sup> day reckoned from the date of issue of the work order to commence the work or on which contractor is instructed to take possession of the site, whichever is later.

I/We agree not to employ Sub-contractors other than those that may be specifically approved by Employeer/ Architects for this contract work.

I/We agree to and to get the work, workers, employees (of contractor) engaged on the work at site and all materials at site for execution of the work shall be insured comprehensive insurance including fire/accidents/ rain/ floods/riots/EAR policy (Erection all risk insurance policy) and the insurance shall cover the period from date of start of work to date of actual completion of work plus 3 months. In case part work is taken over by the Employer before final completion of the whole work, such parts may not be covered by the insurance from the date of taking over that part of work by the Employer. Draft Insurance deed will be got vetted from the Architect, before obtaining the same. All the rates quoted by me/ us are inclusive of the same in full and nothing extra shall be claimed anytime on account of any of these.

I/We agree to pay Income tax, to be deducted at source, at the rate prevailing from time to time on the Gross value of the work done, and the rates quoted by me/we are inclusive of same.

Yours faithfully,	
Contractor's Signature	
Address:	Date:

#### 2. NOTICE TO CONTRACTOR

## <u>LIFT INSTALLATION & ALLIED WORKS OF STATE BANK OF INDIA, KOTTAYAM</u> TOWN BRANCH

Dear Sirs,

- 1. On behalf of our clients, **M/s SBI,LHO, Thiruvananthapuram**, we have pleasure in Inviting you to tender for the aforesaid work.
- 2. 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 filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint himself with all local conditions and matters pertaining thereto.
- 3. Each of the tender documents page is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General conditions etc., as laid down. Any tender with any of the documents not so signed will be rejected.
- 4. The tender documents must be filled in English and all the entries must be made by hand and written in ink/Ball Pen. If any of the documents are missing or un-signed, the tender shall be considered invalid.
- 5. Each and every one of all erasures and additions/alterations made, while filling the tender, must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. After submission of the tender no advice or any change in rate or conditions will be entertained. All the rates should be quoted both in figures and words. In-case of any discrepancy in rates quoted in words/figures and the amounts, the rate quoted in words shall be taken as final and binding.
- 6. The tender shall be valid for a period of 180 days from the date of opening.
- 7. TOTAL SECURITY DEPOSIT: shall comprise of:
  - a. Earnest Money deposit
  - b. Initial Security deposit
  - c. Retention money
- 8. The intending tenderer shall deposit with <u>SBI LHO Thiruvananthapuram</u>, by Demand Draft a sum of Rs. 11,000/- (Rupees Eleven thousand only) as the Earnest Money, as a guarantee of good faith, which amount shall be forfeited as liquidated damages, in the event of any evasive/direct refusal or delay in starting the work and or signing the contract. The deposit of the unsuccessful tenderers will be returned, without interest, immediately after a decision is taken regarding the award of the contract. The Earnest money of the

successful tenderer will be adjusted towards Security Deposit. A tender not accompanied by Earnest money deposit will not be considered.

- 9.0 The successful tenderer will have to pay further sum equivalent to 2% of his contract value, less EMD already paid, as initial Security Deposit (ISD) by means of a D.D./Banker's cheque in favour of The 'Assistant General Manager(P&E), SBI Thiruvananthapuram.' within 14 days from the date of issue of work order to commence work. The EMD and initial Security deposit thus paid shall be held by the State Bank of India as Security deposit, for due execution and fulfillment of the contract, till the completion of the work and defect liability period in all respects and shall not bear any interest.
- 9.1 Together with the money paid under the above clause, further retention of 10% of the value of the work done will be deducted from every running bill, till total retention, including EMD and initial SD paid earlier, comes to 5% of the contract value, and same shall be held by the Bank as Total Security Deposit. On the Architect's certifying the completion of work, 50% of the total security deposit shall be released to the contractor along with the final certificate of payment, and the balance amount will be retained in the manner stated elsewhere for a further period of twelve months after the completion date recorded in completion certificate, issued by the Architects and agreed to by the SBI/Bank.
- 9.2 The deposit of the unsuccessful tenderers will be returned, without interest, immediately after a decision is taken regarding the award of the contract.
- 9.4 The E.M.D. given in the form of Bank Guarantee on a Nationalized / Scheduled Bank except from State Bank of India, shall be valid for the duration of contract period plus defect liability period of Twelve Months and in case any valid extension of contract period is granted, the validity of BG shall also be extended for the corresponding period. The Bank Guarantee on Nationalized / Scheduled Bank furnished by the tenderer towards additional security amount shall be valid till the work is completed in all respects.
- 10. Within 15 days from the receipt of intimation from the Architects of the acceptance of his/their tender, the successful tenderer shall be bound to sign an agreement, on a stamp paper in accordance with the Draft Agreement and conditions of contract attached herewith, but the work order or the written acceptance of a tender by the Employer will constitute a binding agreement between the Employer and the person tendering whether such formal contract is or not signed by the contractor.
- 11. All compensation or other sums of money payable by the contractors to the clients, under the terms of this contract, may be deducted from the Security Deposit or from any sum that may be or may become due to the contractor on any account whatsoever, and in the event of the Security deposit being reduced by reasons of any such deductions, the contractor shall within 15 days of being asked to do so make good in cash or cheque, any sum which have been deducted from his security deposit.

- 12. The contractor shall arrange for the procurement and delivery of all the materials at site as required and directed, and store them in their godown at the site of construction, and also bear all the expenses incurred in connection therewith, including payment of taxes, storage, watch and ward etc and the necessary permits, approvals and authorization. The rates quoted by the Contractor shall include all eventualities, such as heavy rain, sudden floods, accidents, fire, riots etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the Contractors, neither the Architect nor the clients will be responsible for such damage or wash out of the construction work.
- 13. Time is the essence of the contract. The work should be completed <u>within</u> <u>120 days</u> from the date of commencement. The date of commencement shall be within ONE day after confirmation. The work should be programmed such as to achieve the mile-stones as in "Rate of progress statement".

#### MILE STONES OF PROGRAMME:

DELIVERY SCHEDULE: The total work of Supplying, Erection & Commissioning of Lifts for the project has to be completed in a total period of 4 (Four) Months.

Delivery and installation schedule of lifts/ elevators shall be as follows:

#### Milestone-1 - 3 Weeks

Two copies of General Arrangement Drawings (GAD) shall be submitted by tenderer within Two weeks from the date of receipt of order.

#### Milestone- 2 - 4th to 9th Week

Material shall be delivered from the date of handing over of the site as follows:

Delivery of materials at site - within 5 Weeks for lifts from the above date

#### Milestone- 3 - 10th -14th Week

Installation and commissioning of lifts shall be within Four weeks from the date of Scheduled delivery of material at site as above.

#### Milestone-4 - 14th - 18th Week

Testing, trial runs and handover of lifts shall be within 2 weeks of installation as per Milestone-3.

Schedule of programme of handing over site to the Contractor.

Site will be handed over to the contractor immediately after issuing the work order.

The successful contractor will have to give a CPM/PERT chart of various activities of work to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 15 days from the date of acceptance of the tender.

- 14. If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at the rate of ½% of contract amount for each week of delay the work remains incomplete beyond the completion (Original/extended date), subject to maximum of 5% of the contract value (without extra items) as per clause 31 of the General conditions of contract.
- 15. The work as actually carried out and done will be measured up from time to time, for which payment will be made subject to the terms and conditions of contract.
- 16. The unit prices shall be deemed to be fixed prices. In case of extra items, a record of labour charges paid shall be maintained and shall be presented every month for extra/substituted items regularly to the Architects for checking. The settlement will be made based on figures arrived at jointly and taking into account unit prices of items of work mentioned in the contract assigned to the successful tenderers. 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 CPWD analysis of rates as applicable.
- 17. Our clients, SBI, do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason whatsoever for doing so.
- 18. No employee of the bank or SBI is allowed to work as a contractor for a period of two years of his retirement from bank service, without the previous permission of the bank or SBI. This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the bank or SBI as aforesaid before submission of the tender or engagement in the contractor's service.
- 19. The tenderer, apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to tender for (1) Electrical (2) Fire fighting systems, as the case maybe.

#### 20. Release of security deposit:

 50% of the total security deposit will be released along with the final certificate of payments as stipulated under para 9 on page 12 of Volume I, Appendix to General Conditions of contract, ii) Balance 50% of total security deposit will also be released as noted under(i) above, subject to submission of a Bank Guarantee, to the satisfaction of SBI for an equivalent amount. This Bank Guarantee shall be valid upto completion of defects/removal liability period plus 3 months. The bank guarantee shall be released after completion of defect liability period provided that there is no defects noticed in the work during defects liability period or defects if any is rectified by the contractor to the entire satisfaction of SBI.

## 21. CONDITIONAL TENDER: Conditional tenders are not accepted and shall be summarily rejected.

22. Tenders will not be received after the last date & or after the time prescribed in NIT /Tender Document.

Note: All the vendors must quote their rates for the above work after inspection of the site. No further price variation/ deviation will be entertained later.

Price quoted must include the Cost of minor civil works required for the Supply, erection & commissioning of the Lift. Price quoted should be inclusive of all duties, loading, transportation and unloading charges etc and excluding GST. (GST must be indicated separately as in Price Bid format)

The Vendor must quote for AMC charges (Excluding GST) for the new lift per year and GST to be indicated separately as in Price Bid format. GST is payable as per prevailing rates at the time. No revision of AMC will be done subsequently as AMC is considered for arriving at the L1 tender.

All liaisioning work with all government departments like electrical inspectorate / Safety / Lift Inspector, other government department is included in the scope of this work. The work also includes necessary Scaffolding arrangement, minor civil works etc. The rate quoted by the contractor shall be include the aforesaid works as well. All statutory charges for obtaining the Lift license from Kerala State Electrical Inspectorate shall be reimbursed upon the submission of Original receipts of payments.

Minor civil works includes cutting of granite to fix the doors/call buttons/fireman's switch, cutting of floor slab in machine room for the rope, its plastering and finishing etc.

#### ARCHITECTS:

M/s. ENARC CONSULTANTS

Architects & Engineers M.G. Road, Thrissur-1 KERALA Ph: 2441901 & 2441905

Fax: 91-487-2442011

#### 3. ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the day of	2024
between Assistant General Manager, Premises & Estate Department, St	
Of India, Local Head Office, Thiruvananthapuram (hereinafter called the "E	
of the one part and	,
or the one part and	
(hereinafter cal	led "The
Contractor") of the other part, where as the Employer is desirous of getti	ng the work
of "LIFT INSTALLATION & ALLIED WORKS OF STATE BANK	OF INDIA,
KOTTAYAM TOWN BRANCH " executed and has caused drawings,	onditions of
contract, specifications and schedule of quantities etc., describing	the works
prepared by M/s. ENARC CONSULTANTS ,Architects & Engineers,	M.G. Road,
Thrissur-1, KERALA, Ph. 2441901 & 2441905, Fax: 91-487-244	12011 AND
WHEREAS the SAID DRAWINGS numbered as per list attached inclus	
the conditions of contract, specifications and schedule of quantities etc.,	
signed by or on behalf of the parties hereto AND WHEREAS THE CON	
has agreed to execute upon and subject to the conditions set forth in th	
hereto (hereinafter referred to as "Said Conditions") the works shown up	
drawings and described in the same specifications and included in the sa	
of quantities for such sum as may be ascertained to be payable in terms	
of Quantities, and which sum is estimated to be Rs.	, 00 20
(Rupees_	
(hereinafter referred to as "Said Contract Amount").	_

#### NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. In consideration of the said sum to be paid at the times and in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions, execute and complete the work shown in the said drawings and described in the said specifications.
- 2. The Employer shall pay the contractor the said sum or such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
- 3. The term "Architect" in the said conditions shall mean the said M/s. ENARC CONSULTANTS, Architects & Engineers, M.G. Road, Thrissur-1, KERALA, Ph: 2441901 & 2441905, Fax: 91-487-2442011 or in the event of their ceasing to be the Architect for the purpose of this contract, such other person as shall be nominated for that purpose by the Employer provided always that no persons subsequently appointed to be the Architect under this contract shall be entitled to disregard or over-rule any previous decision or approval or direction given or expressed by the Architect for the time being.

- 4. Tender documents containing work order Notice to the Contractor, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Specifications and Schedule of Quantities with the rates entered therein, shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively in such conditions contained.
- 5. The contract is neither a fixed lumpsum contract or a piece work contract, but is a contract to carry out work in respect of the entire works to be paid for according to actual measured quantities, including variations from BOQ at the rates contained in the Schedule of rates and Probable bill of quantities or as provided in the said conditions.
- 6. The Employer through the Architect, reserves to himself the right of altering the drawings and natures of the work, of adding/substitution to or omitting any items of work or having portions of the same carried out through alternate agencies without prejudice to this contract.
- 7. Time shall be considered a the essence of this agreement and the contractor hereby agrees to commence the work soon after the site is handed over to him but within 15 days reckoned from the date of issue of work order to execute the work, as provided for in the said conditions and complete the entire work in **120 days** subject to nevertheless to the provisions for extension of time.
- 8. This agreement and contract shall be deemed to have been made in Thiruvananthapuram and any questions or dispute rising out of or in any way connected with this Agreement and Contract shall be deemed to have arisen in Thiruvanathapuram and only the courts in Thiruvananthapuram shall have jurisdiction to determine the same. The limitation period will be 90 days from the date of dispute having arisen and in any case not after acceptance of full and final payment.

AS WITNESS our nand this	day of	202
Signed by the said in the presence of	of:	
WITNESS: SIGNATURE		
NAME :		
ADDRESS:	EMPLO	YER
WITNESS: SIGNATURE		
NAME : ADDRESS :		

### 3. APPENDIX TO GENERAL CONDITIONS OF CONTRACT

1	Earnest Money Deposit (EMD)	Rs. 11,000/-
2	Initial Security Deposit (ISD)	2% of contract value including EMD.
3	Period of completion	120 DAYS
4	Defects Liability period	12 months after completion as recorded in the completion certificate.
5	Minimum value of work to be Certificates for making payment	60% of the value of all lift materials delivered at site after inspection by the Architect / SBI Engineer
		30% after completion of Erection and Inspection by the Architect /SBI Engineer
		10% after successful, Trial runs, commissioning handing over & Training the SBI staff etc. after final verification by the Architect / SBI Engineer
6a.	Retention money from each bill	10% of gross value of each interim bill, subject to 8(b) below.
b.	Total retention money including Earnest money and ISD	5% of the contract value
7	Release of Security deposit after Virtual completion	50% of the total security to be released along with final certificate of payment, but only after removing all his materials, equipment, labour, huts/force, temporary sheds/stores, all his installations, machinery etc., from the site. Balance payment to be released on submission of Bank Guarantee on any Scheduled Bank, Other than SBI, in the prescribed manner and valid till the completion of defects liability period of 12 months plus 3 months as per clause no 20 notice to contractor
8	Period for honouring certificate	15 working days from date of Architects certificate of payment for interim bills and 45 working days for final certificate from the date of Architect's certificate after payment against final bills.
9	Secured Advance	NIL

WITNESS :

DATE : SIGNATURE OF THE CONTRACTOR WITH DATE

#### 5. INDEX TO GENERAL CONDITIONS OF CONTRACT

- 1. Interpretations
- 2. Scope of Contract
- 3. Drawings and Specifications
- 4. Schedule of Quantities
- 5. Sufficiency of Schedule of Quantities
- 6. Errors in schedule of Quantities
- 7. Contractor to provide everything necessary
- 8. Authorities, Notices, Patent rights and royalties
- 9. Materials and workmanship to conform to description.
- 10. The setting out
- 11. Removal of all offensive matters
- 12. Opening up works
- 13. Contractor's superintendence and representative on the work
- 14. Dismissal of workmen
- 15. Access to works
- 16. Employer's representative/PMC
- 17. Assignment of sub-letting
- 18. Sub contractors
- 19. Variations not to vitiate contract
- 20. Measurement to works
- 21. Prices of Extras etc., Ascertainment of
- 22. Unfixed materials
- 23. Removal of improper work and materials
- 24. Defects after completion

- 25. Certificate of virtual completion
- 26. Other persons engaged by the Employer
- 27. Insurance in respect of damage to persons and property
- 28. Contractor's All risk policy
- 29. Minimum amount of third party Insurance
- 30. Commencement and completion
- 31. Delay and extension of time
- 32. Damages for Non-completion
- 33. Failure by contractor to comply with Architect's instructions
- 34. Architect's delay in progress.
- 35. Supervision of works
- 36. Prime cost and provisional sums
- 37. Certificates and payments
- 38. Notices
- 39. Termination of contract by the Employer.
- 40. Termination of contract by the contractor.
- 41. Matters to be finally determined by the Architects
- 42. Settlement of dispute (Arbitration)

#### 6. SPECIAL CONDITIONS OF CONTRACT

- 1. Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of the delays may be, including delays arising out of modifications to the work entrusted to him or in any subcontract connected there with or delays in awarding contracts for other trades of the project or in commencement or completion of such works in obtaining water and power connections for construction purpose or for any other reason what so ever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liabilities for any sum besides the tender amount, subject to such variations as are provided for herein.
- 2. The successful tenderer is bound to carry out any items of work necessary for completion of the job if such instructions in respect of such additional items and their quantities will be issued in writing by the Architects with the prior consent in writing of the Employer.
- 3. The contractor must bear in mind that the work shall be carried out strictly in accordance with tender specifications and instructions of the Employer (SBI)/Architects.
- 4. The rates quoted in tender shall also include electric consumption charges for power. If no power is available at site the contractor shall have to make his own arrangement to obtain power connection and maintain at his expense an efficient service of electric light and power and shall pay for the electricity consumed. The Employer shall give all possible assistance to the contractor to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same shall be that of contractor.
- 5. Contractor shall strictly comply with the provisions of safety code in addition to all local rules and regulations.
- 6. The contractor shall be responsible for the observance of all rules and regulations framed by the government under the contract labour act. The Employer shall be entitled to deduct all losses, damages that he might suffer on account of non-observance of these rules by the contractor, from the amount payable to the contractor.
- 7. Time shall be considered the essence of this contract. The entire work must be completed as given in NIT. If the completion of the work is delayed a penalty at the rate of ½ % per week over the contract value will be imposed subjected to a maximum of 5%.

If the work is delayed beyond 10 weeks after the scheduled date of completion, the remaining work will be carried out through other agencies at the risk and cost of the contractors under the contract with prevailing market rates.

- 8. The successful tenderer shall submit the phased program of execution of different items of work within a week after receipt of acceptance letter.
- 9. Payment will be made subjected to a minimum value as stated in the NIT and will be made within a period of TWO weeks after the bill is submitted to the Employer's Office with Architects Certificate.
- 10. Before filling in the tender the contractor will check all the drawings and schedule of quantities and will get an immediate clarification from SBI / Architects on item not clearly understood. No claims for any loss or compensation will be entertained on this account.
- 11. All the work shall be carried out as per detail drawings and specifications or as directed by SBI / Architects.
- 12. The rates quoted in the tender shall be for the finished items of work They shall include all the charges Design, Engineering, Manufacture, Testing, Supply, Packing and Transportation, Unloading, Handling and Storage at Site, Erection / Installations, Commissioning and carrying out performance and guarantee test at site for all the equipment of the Passenger Lift. The rates should be inclusive of minor civil works required for erection of passenger lift. It also contains double scaffolding water and electric charges, tool and plants, marking out and cleaning of site, to do all things necessary to provide complete finished item for work consistent with the specifications attached to this tender document. The rates shall be inclusive of octroi duty, excise duty, packing and forwarding, loading or unloading, or any other duties or fees levied by any government, public or local bodies. The rates shall be firm and shall not be subject to exchange variations, labour conditions or any other conditions whatsoever.
- 13. The calculations made by the tenderer should be based upon the probable quantities of the several items of work which are furnished for the tenderer's convenience in the schedule of quantities ,but it must be clearly understood that the contract is not a lumpsum contract , that neither the probable quantities nor the value of individual items nor the aggregate value of the entire tender will form part of the contract and that SBI / Architects do not in any way assure the tenderer or guarantee that the work would correspond there to.
- 14. Adequate engineering and technical staff to be appointed at site. The contractor should inform of their number and qualification. An Approval of SBI / Architects should be taken prior to appointing such technical staff on site.
- 15. The contractor shall keep the tender submitted by him open for acceptance for a minimum period of three months from the date of it's submission. When once the tender is accepted the rates quoted by the successful tenderer shall be firm and the variation in rates of any one or all the items on any account shall not be allowed during the entire duration of the contract

- a) The design and drawings of all civil works requirement have to be furnished by the Firm.
  - b) The firm shall supply the layout drawings of lift and its switch gear after completion of the work.
  - c) Servicing will have to be done by the firm for a period of Twelve Months from the date of commissioning the lift i.e. during the guarantee period at free of cost.
  - The supply and erection of lift should be in conformity of standards as per I.S.I.
    - Specifications.
  - e) Scaffolding to the required extent in the hoist way and providing necessary safety barriers at landing entrances etc have to be erected and retained till completion of erection by the lift contractor at his cost.
  - f) The rate quoted should also include necessary steel required for necessary RSJ joists for mounting the motor and gear box, still support angles hitch beams, buffer support channels and bearing plates etc. The Department will not be responsible for any mishaps during execution of equipment. Any increase in rates of steel shall be to the Account of Lift suppliers only.
  - g) Doing all minor works comprising of cutting necessary holes, pockets in brick wall/ concrete for fixing bolts, brackets of lift components, grouting and making good the pockets including cost of sand, cement etc and making good guide rail brackets and landing batten fixtures, door frames and civil works associated with the laying of the stills at each entrance and on the landing buffers supports channels and other works ancillary to the erection work in lift making groom and all other civil works will have to be carried out by the lift contractor only to the satisfaction of the Engineer-in-charge. Concrete pedestals as required at lift pit/machine room etc shall be provided by the contractor. The lift contractor will be responsible for any defects in the said lift works that might be noticed at later dates.
- h) The materials will have to be delivered at site and stored at the cost of the firm. The safety of the material will be 'contractors' responsibility till the equipment is handed over duly commissioned. Any damage or loss of the materials stored will be to the account of tenderer. Any repairs or replacement etc., needed to the materials so stored should be done at the cost of tenderer till the lift is handed over in satisfactory, operating condition after testing and commissioning. All the expenses should be borne by the Contractor.
- During the execution of work, contractor must check the work with his drawings. The contractor shall be responsible for all the errors in this connection and shall have to rectify all the defects at his own cost, failing which the client reserves the right to get the same rectified at the risk and cost of contractor.
- 17. No claim for extra item or deviation from specification shall be entertained unless the same is pointed out and accepted as such before the work is taken in hand or within 15 days of work by the successful tenderer.
- 18. The contractor shall comply with all bye- laws and tax regulations (including GST) of local and other statutory authorities having jurisdiction over the works

and shall be responsible for the payment of all the fees and other charges and for giving and receiving of all necessary notices drawings and test certificates.

- 19. The successful tenders shall properly safeguard against damage or injury to the public and to any property or thing and shall alone be responsible for any such damage and injury to any person or persons or thing arising in connection with it's execution of work .The successful tenderer shall protect and hold harmless the SBI against any or all claims for any such injury or damage.
- 20. The work in every respect during the progress and till final acceptance by the SBI, including raw materials delivered at the site to be incorporated or used in above work by the successful tenderer will be at his own risk. Any loss or damage to any such material or work shall immediately be replaced by the successful tenderer at his own expense.
- 21. The SBI shall have the right to direct the contractor to purchase and use the materials from any source for proper execution of work.
- 22. The employer / SBI / Architects or their authorized representatives shall have full power for inspecting the contractor's works or at any place from which the material is obtained. Acceptances of any such materials shall no way relieve the contractor of his responsibility for meeting the requirements and /or analysis not called for in the specifications shall be borne by the SBI in case the material or work is found defective or of inferior quality. Tests and /or analysis shall be done in the laboratory approved by the Employer/SBI and the contractor shall permit SBI and or the client's or their authorized representative to be present during any of the tests and /or analysis.

#### 23. INSURANCE

The contractor shall indemnify SBI by obtaining to EAR Policy (Erection All Risk Policy) against all claim which may be made against SBI by any member of the public or the third party in respect of anything which may arise in consequence thereof and shall at his own expense arrange to effect and maintain up to one month after the virtual completion from an office approved by SBI a policy of insurance in the joint names and deposit such policy or policies with SBI from time to time during the currency of this contract. The contractor shall also indemnify SBI against all claims which may be made upon the SBI under the workman's compensation act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub contractor and shall at his own expenses effect and maintain upto one month after virtual completion of the contract from an office approved by SBI a policy or policies of insurance in the joint names of SBI and the contractor as aforesaid .The contractor shall be responsible for any other thing which may exclude from the insurance policies above referred to and also for any other damage to any property arising out of and incidental to the negligent or defective carrying out of this contract.

He shall also indemnify SBI in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damage arising therefrom. SBI shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation caused, charges and expenses arising or occurring from or in respect of any such claims or damages from any sum or sums due or to become due to the contractor.

#### 24. WORKMAN AT SITE:

The contractors workpeople shall not be allowed to live on the site at any time throughout the contract nor to trespass beyond the limits of the site. The contractor will be held responsible for any acts of trespass by his workman.

#### 25. DIMENSIONS:

Figures dimensions are to be taken in preference to scaled dimensions in all cases. Before commencing any work the contractor shall verify all measurements. If any discrepancies are found they shall immediately be brought to the notice of the Architects.

#### 26. DISCREPANCIES

All the items shown on the drawings or specifications are taken to be included in both. Any discrepancies, which occur in either the drawings or specifications, shall immediately be brought to the attention of the Architects.

#### 27. CUTTING AND MAKING GOOD

Where it is found necessary to interfere with finished work in order to execute this contract, the contractor will be required to do all necessary work at his expenses. Only approved hangers and bolts or other metal fixing devices shall be used to secure frames panels and other units in position. Wooden plugs will not be permitted .Holes shall be formed with electric drills whenever possible. Structural members shall not be cut or drilled without prior consent of the client.

#### 28. MAINTENANCE AND GUARANTEE

The whole of the work to be performed under this contract shall be completed to the satisfaction of the Architects, SBI and EMPLOYER.

The contractor without additional charge to SBI renew or replaces any works which prove faulty from workmanship or materials and fully maintain the whole installations for a period of 6 months after the commencement of defects liability period of the main contract and a sum of 5% of the contract amount shall be retained by SBI for his period.

#### 29. PREVENTION OF SPOIL DUMPING

The contractor shall take all reasonable steps to prevent spoil, rubbish, debris surplus materials etc., arising from a work being dumped on an area other than a recognized or approved tipping area and the Contractor will be held responsible for and shall indemnify SBI against any claim or loss arising therefrom.

#### 30. LEAVE PERFECT:

The Contractor shall remove all rubbish and superfluous material from the site of the works with all reasonable speed from time to time as instructed by SBI/Employer and after completion. On no account shall W.C' S or the SBI's receptacles to be used for this purpose.

The client reserves its right to clear contractors uncleared debris at contractors own cost without any reasons & not more than one notice will be given for this.

#### 31. SETTLEMENT OF DISPUTES AND ARBITRATION:

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

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

- (b) The Assistant General Manager, Premises & Estate Department SBI., , LHO Building, Poojappura, Thiruvananthapuram 695012 shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of The Assistant General Manager, SBI LHO Building, Poojappura, Thiruvananthapuram 695012 submit his claims to the conciliating authority namely the Circle Development Officer, State Bank of India, Local Head Office, Thiruvananthapuram for conciliation along with all details and copies of correspondence exchanged between him and The Assistant General Manager, SBI, LHO Building, Poojappura, Thiruvananthapuram 695012.
- (c) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- (d) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes of differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute 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 there under.

Its 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.

#### 32. TERMINATION OF CONTRACT BY EMPLOYER:

If the contractor (being an individual or a firm) commit any "Act of Insolvency ", or shall be adjudged as insolvent, or shall make an assignment or composition of the greater part in number of amount of his creditors, or shall enter into a Deed of Assignment with his creditors, or (being an incorporated Company) shall have an order made against him or pass an effective Resolution for winding up either compulsorily, or Subject to the supervision of the court or voluntarily, or if the official Assignee of the contractor shall repudiate the Contract, or if the Official Assignee or the Liquidator in any such winding up shall be unable, within seven days after notice to them requiring him to do so, to show to the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and if required by the Architect to give a security there for, or if the contractor shall suffer any payment under this contract to be attached by or on behalf of any of creditors of the Contractor, if the Contractor shall assign or sublet the contract without the consent in writing of the Architect first obtained, or if the contractor shall charge or encumber this Contract for any payments due or which may become due to the Contractor thereunder, or if the Architect shall certify in writing to the SBI that in his opinion the Contractor:

- (a) Has abandoned the Contract, or
- (b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving from the Architect written notice to proceed, or
- (c) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to completed within time agreed upon or
- (d) Has failed to remove materials from site or to pull down and replace works within seven days after receiving from Architect written notice that the said materials or work where condemned and rejected by the Architect under these conditions or
- (e) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things required by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the contractor to observe or perform the same, or
- (f) Has to the detriment of good workmanship or in defiance of the Architects instructions to the Contrary, submit any part of the contract or has used in the permanent works important materials which are

substandard and not as per specification fraudulently making the Architect / SBI to believe that it is the specified material.

Then and in any of the said caused the SBI with the written consent of the Architect may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the contract, but without thereby affecting the powers of the Architect or the obligations and liabilities of the Contractor, the whole of which shall continue to be in force as fully as if the contract has not been so determined and as if the works subsequently executed and being executed by or on behalf of the contractor. And further, SBI with the consent of the Architect by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, shed, machines, steam and other power utensils and materials lying upon premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workman in carrying on and completing of the works or by employing any other Contractor or any other person or persons to complete the works and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works, when the work shall be completed, or as soon thereafter as convenient, the Architect shall give a notice in writing to the Contractor, to remove his surplus material and plant and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the SBI may sell the same by public auction and shall give credit to the Contractor for the amount so realized. The Architects shall thereafter shall assertion and certify in writing under his hand what (if anything) shall be due or payable to or by the SBI, for the value of the said plant and materials so taken possession of by SBI, and the expense or loss which the SBI shall have been put to in getting the works to be so completed. and the amount, if any owing to the Contractor and the amount which shall be so certified shall, thereupon, be paid by SBI to the Contractor or by the Contractor to SBI as the case may be, and the certificate of the Architect shall be final and conclusive between the parties.

Payment upon termination: If the contract is terminated because of a fundamental breach of contract by the contractor, the Architect shall issue a certificate for the value of the work done less advance payment received upon the date of the issue of the certificate and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidated damages shall not apply. If the total amount due to the Employer (SBI) exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer (SBI). In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.

- 33. The mode of measurements shall be as per IS: 1200.
- 34. The contractor should co-ordinate with other agencies viz., Electrical, INTERIOR, Civil etc

- 35. CONTRACTOR SHOULD WORK AT ODD HOURS, ON HOLIDAYS TO KEEP UP TIME SCHEDULE.
- 36. The Contractor shall not be eligible for any material advance.
- **37.** GUARANTEE: The equipment offered should be covered by the usual guarantee by which any part or parts which fail within 12 months from the date of handing over of the lift due to defective materials or bad work should be replaced by the firm free of cost. The period of Twelve Months is to be reckoned from the date of handing over the lift to this department after testing and commissioning in good working condition. No extra amount will be paid for any reasons. What so ever.
- 38. DEPUTATION OF ERECTOR Before commencing the erection the erection Engineer should be deputed whenever asked for by the department. No separate charges will be paid for such deputation.
- 39. a). The design and drawings of all civil works requirement have to be furnished by the Firm.
- b). The firm shall supply the layout drawings of lift and its switch gear after completion of the work.
- c). Final bill shall be paid only after the entire work is completed to the satisfaction of the department.
- d). The rate offered by the firm shall be inclusive of all charges such as packing, for warding and insurance etc., the rate also shall be inclusive of excise duty,VAT etc., including all other incidental charges such as accommodation, journeys of erection crew, boarding and lodging inclusive of training to an operator concerned etc. The price shall also include any statutory increase in excise duty, VAT if any during the currency of the contract.
- 40. SERVICING: Free servicing will have to be done by the firm for a period of Twelve Months from the date of commissioning the lift i.e. during the guarantee period.
- 41. EARTHING: Necessary earthing is to be provided by the Bank in confirmation to the relevant I.S.I. specifications.
- 42.MINOR CIVIL WORKS: Doing all Civil works as in BOQ & minor works comprising of cutting necessary holes, pockets in brick wall/ concrete for fixing bolts, brackets of lift components, grouting and making good the pockets including cost of sand, cement etc and making good guide rail brackets and landing batten fixtures, door frames and civil works associated with the laying of the stills at each entrance and on the landing buffers supports channels and other works ancillary to the erection work in lift making groom and all other civil works will have to be carried out by the lift contractor only to the satisfaction of the Engineer-in-charge. Concrete pedestals as required at lift pit/machine room etc shall be provided by the contractor. The lift contractor will be responsible for any defects in the said lift works that might be noticed at later dates.

43.TRANSPORT & STORAGE: The materials will have to be delivered at site and stored at the cost of the firm. The safety of the material will be 'contractors' responsibility till the equipment is handed over duly commissioned. Any damage or loss of the materials stored will be to the account of tenderer. Any repairs or replacement etc., needed to the materials so stored should be done at the cost of tenderer till the lift is handed over in satisfactory, operating condition after testing and commissioning. All the expenses should be borne by the Contractor.

#### 44. CLIENTS RESPONSIBILITY

SBI will arrange painting of hoist way, will provide architrave around landing door frame, will provide permanent power supply for testing and commissioning and will provide earthing from DB to earth pits.

#### 45. SCOPE OF WORK FOR ERECTION

Scope of erection includes providing required Cabling / Wiring for motor and instrumentation Control panel for lift is under the scope of the lift contractor (Providing wiring for hoist way lightings and plug points providing wiring for machine room lighting, providing earth wiring upto distribution board is under the scope of SBI).

Traveling cables between car and hoist way shall be 250 Volts grade and shall have flame retardant and moisture resistant outer cover confirming to IS 4289. They shall be flexible and shall be suspended to relieve strains in the individual conductors.

The incoming power control cable (415 V, 3 Phase) will be provided by the Employer and the MCB/MCCB etc. whatever required by for the panel incoming protection shall be provided by the lift supplier (By You).

The scaffolding required for executing the work in lift duct must be provided by the installation staff of the concerned supplier company and the rates quoted are deemed to be included in the BOQ.

The cost shall cover all the required tools and plant, labour components, supervision and consumables like gas, electrodes, lubricants, greases, all temporary fixtures and construction equipment needed for safe and satisfactory transportation and installation shall be supplied and used by the contractor. The scaffolding for installation of the elevator shall be provided by the lift contractors.

All final adjustment of foundation levels dressing of foundation surfaces embedded and grouting of anchor bolts and inserts into the constructed civil works as may be required for erection of the equipment shall have to be carried by the lift contractors. Any Civil works if damaged by the contractor during the erection work shall also have to be made good by him at his own cost to the complete satisfaction of the civil authorities.

#### 45.Tests:

The manufacturers shall conduct all tests required to ensure the equipment furnished confirm to the requirement of applicable standard and codes.

The equipment must be tested at site as per IS 4666 – 1968 including full load tests and trial run shall be carried out by the lift contractors in the presence of the Employer (SBI) to determine whether the supplied equipment is satisfactorily installed and commissioned.

#### 46. DRAWINGS:

- 01. The contractor shall inspect the site before submitting the tender and before preparation of lift drawings.
- O2 SBI reserves the right to make alterations to the building plans during execution of work as per necessity of site conditions. The premium quoted by the contractor for various items shall hold good for execution of work even with altered plans.
- 03. The successful tenderer shall submit, in duplicate, within a week on receipt of acceptance of the tender, General Arrangement Drawings (GAD) Shop drawings, detailed working drawings and specifications showing the complete details of all work to the Employer (SBI). The drawings will be scrutinized by the Employer / Architect and returned to the tenderer within one week of receipt, duly approved or with observations.
- 04. The General Arrangement Drawing shall also include the following drawings:
- (a) Hoist way plan for the lift.
- (b) Lift machine rooms (IF ANY) showing all machines, beams runway beams etc. and their reactions on the building.
- (c) Lift pit plans with details of reaction load on the pit floor.
- (d) Hoistway sections showing all structural supports required.
- (e) Elevations of all lifts.
- (g) Structural opening at hoistways.
- (h) Detail of lift entrances.
- (i) Plan and section of lift cars.
- 05. It shall be the endeavor of Elevator Manufacturers to Propose Maximum Car Size possible in the available Hoist way without Sacrificing Aesthetics & Functional Requirements.
- 06. The lift contractor shall be responsible for any discrepancies, errors and omissions in the drawing or particulars submitted by him even if these have been approved by the SBI.

#### 47. DISCREPANCIES

In case of discrepancies between documents the following order of procedure shall apply.

Between the written description of written dimensions in the drawings and the corresponding one in the specifications, the latter shall apply.

Figures dimensions shall supersede scaled dimensions. The drawings on a larger scale shall take precedence over those on a smaller scale

#### 7. SPECIAL CONDITIONS AND SAFETY CONDITIONS

The contractor is hereby advised to read the following conditions carefully before quoting rates and to be strictly adhered during execution of work.

#### SPECIAL INSTRUCTIONS

- a) Contractor shall submit copies of all statutory compliance certificates such as ESIC, PF, Contract labour registration, shop & establishment and or any other local authority registration as applicable.
- b) All workmen, engineers, supervisors shall be converted as per ESIC, PF & minimum wages act.
- c) All workmen, engineers, supervisors shall under go pre employment medical check up through company recognized medical officer and submit copies of test report.

Contractor to provide proof of monthly remittances with regard to the workmen deployed at the site.

Contractor is responsible to ensure that his workmen are confined to their work area and comply with all safety, security and administrative instructions given by the site engineer.

Contractor shall provide identification badges to all his people.

On completion of day's work, the entire area shall be kept clean and neat. All debris, surplus material etc., shall be removed immediately from the site.

Any sub standard material used during execution will be rejected and fully deducted from the bills.

The contractor has to carry out the work in coordination with the other appointed agencies. The contractor should study the situation at site and organize the work accordingly. Whenever work needs to be done in coordination with other agencies, the contractor shall work out the actual time required to complete his part of the job in respects and inform the Architect/SBI.

Revision of rates is not allowed and will be not paid for any reason due to unexpected increase in the cost of the materials or delay in completing the works etc.,

No labour hutment is allowed inside the premises.

The areas is in "No smoking Zone" therefore smoking is strictly prohibited. All workmen, Mastri, supervisor and Engineers wearing shoes and safety helmets are only allowed to enter the gate.

Every day contractor / his supervisor should take necessary "Work permit" from the company engineer before starting the job.

Workers are not allowed to sleep during night and cook good inside the premises.

Work to be carried out only under supervision of the qualified engineer who should be always available at site and keep a record of daily work progress in a separate register..

Contractor should strictly following safety guidelines.

Contractor should use only angle/pipe scaffolding. Wooden scaffolding is not allowed.

All contractor's people need to undergo induction/safety training and formal interview by company selection committee.

Contractor shall submit a copy of competency certificates like wiremen license, supervisor's license, IBR welder license etc., issued by competent authority before starting the work.

Contractor shall maintain daily master roll book for his people at site. Based on that, ESIC & PF contribution to be made.

#### **COMPANY SAFETY GUIDE LINES**

#### **WORKING BELOW GROUND LEVEL:**

Check that there are no underground cables/ water/sewage lines prior to start of work area. If found inform site in-charge. Disconnect power supply to any cables found in work areas with permission.

For pits deeper than 3 feet workmen should be provided with lifelines. Ladders should be provided for quick escape from the pit. Provide firmly supported side shuttering or shoring to prevent accidental collapse of earth into pits; cordon off the area around the pit to prevent accidental falls. ( cordon must be at least 3 feet beyond the pit edge) excavated earth from the pit must be stacked only beyond the cordon.

Refill the pit promptly on completion.

Incase pits need to be left open for any reason, ensure proper covers over the pits.

#### **WORKING AT HEIGHTS:**

All personnel working at heights beyond 1.8M should wear safety belts.

Ensure that safety belts are tied security to anchors while working at heights.

Ensure that rigging is well anchored to solid supports prior to erecting items like trusses at a height.

Ensure that debris is cleared on a daily basis from work spots.

Ensure that a nylon safety net is securely fitted under the trusses to provide safety against accidental falls to personnel (who will need to have safety belts securely fastened) working on the trusses and roofing. Alternatively well-supported platforms

with protected railings should be used a height suitable for personnel to work while standing.

Ensure that roof top ladders are used while laying and working on the roof.

Ensure that ladders used for climbing to heights are firmly secured against slippage.

All scaffolding should be in steel frames.

Scaffolding should be provided with 3 feet wide working platforms. The platforms should be provided with protective railings.

#### WORKING WITH ELECTRICITY

Ensure proper earthing of all electrical machines used.

Ensure that all connection s are taken throughout earth leakage's circuit breakers. Providing ELCB on the main distribution board prevents accidental shocks.

Ensure that welders always used suitable welding goggles and gloves while welding.

Ensure availability of 2 CO2 type fire extinguishers at any easily accessible location at site for fire fighting

Provide a pair of fire buckets filled with dry sand for fire fighting at site.

As far as possible DC generators sets shall be used instead of AC transformer sets.

The welding transformer shall be fed through an armored cable.

All connections from main to individual M/C (such as cutter, planer, compressor etc) to be taken through shielded cable and 3-pin plug only.

The potable machines should be of fully insulated or plastic body. No metal body is allowed.

During welding the earthling to be provided directly to the member to be welded throughout cable only not using any reinforcement rod/angles.

#### PERSONAL PROTECTIVE GEAR

Following is a list of items to be provided to workmen by the contractor as and when required the items must be ISI certified.

Safety shoes

Hard hats

Safety belts

Goggles

Gloves

Safety nets

Roof top ladder

**GENERAL** 

**BREAKING WORKS:** 

Workmen engaged in breaking stones/chipping of concrete should wear safety goggles.

### 8. <u>OTHER CONDITIONS:</u> CONTENTS:

- A) SPECIAL CONDITIONS
- **B) TECHNICAL SPECIFICATIONS**
- C) PROCEDURE ON LINE PRICE BID SUBMISSION
- D) SCHEDULE OF QUANTITIES

### A. SPECIAL CONDITIONS

### 1. General:

- 1.1 These special conditions shall be read in conjunction with the description of the item of work in the Bill(s) of Quantities, the particular Specifications, Local Statutory Regulations, Indian Standards Specifications/Codes and the drawings. All the above quoted documents, shall be considered supplementary to each other. However, in the case of conflict amongst the various provisions the SBI and the consultants opinion will be final and shall be adopted.
- 1.2 The tenderer is advised to inspect the site to ascertain the nature of site, access thereto, local facilities for procurement of materials and working labour rates prevalent in the area, in fact all matters affecting his prices and execution of the work. The tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.

### 2. Rates

- 2.1 The rates quoted shall be deemed to allow for all minor extras and constructional details which are not specifically shown on drawings or given on the specifications but are essential in the opinion of the Engineer-in-charge to the execution of works to confirm to good workmanship and sound engineering practice. The Consultant/SBI reserves the right to make any minor changes during the execution without any extra payment.
- 2.2 The Consultants/SBI decision to clarify any item under minor changes, minor extras and constructional details shall be final, conclusive and binding on the Contractor.
- 2.3 The rates quoted by the Contractor shall be net so as to include all requirements described in the contract agreement and no claim whatsoever due to fluctuations in the price of material and labour will be entertained.
- 2.4 The rates quoted by the Contractor shall include for supplying materials and labour necessary for completing the work in the best and most workmanship like manner to the satisfaction of the Consultant/SBI and which in the opinion of the Consultant cannot be made better, and for maintaining the same. The rates shall be complete in all respects also including cost of materials, erection, fabrication, labour, supervision, tools and plant, transport, sales and other taxes, royalties, duties and materials, contingencies, breakage, wastage, sundries, scaffoldings, etc., on the basis of works contract. The rates quoted shall include all transport, insurance, octroi, or any other levies applicable under the statute.

### 3.0 Materials:

3.1 The Contractor shall ensure to the satisfaction of the Consultant/SBI that the materials are packed in original sealed containers/packing bearing manufacturer's markings and brands etc., except where the gross quantity required is a fraction of the smallest packings. Materials not complying with this requirement shall be rejected.

### 3.2 Testing of Materials:

a) When required by the Consultant / SBI, the Contractor shall provide all facilities at site or at manufacturer's works or in an approved laboratory for testing the materials and/or workmanship. All the expenditure in respect of this shall be borne by the Contractor unless specified otherwise in the Contract. The Contractor shall, when required to do so by the Consultant shall submit at his own cost, manufacturer's certificate of tests, proof sheets, mill sheets etc., showing that the materials have been tested in accordance with requirements of these specifications. The samples for Tests shall be selected by SBI / Consultant.

### 4.0 Rectification of Defects:

4.1 Any defect in the work done or materials used in the works pointed out by the Consultant / SBI shall be rectified within a week or such extended time as may be allowed in this failing which the said defect shall be got rectified by the Consultant at the risk and cost of the Contractors.

### 5.0 Manufacturer's Instructions:

Where manufacturers have furnished specific instructions, relating to the materials used in this job, covering points not specifically mentioned in the documents, these instructions shall be followed in all cases.

### 6.0 Qualified Competent Supervision :

The Contractor shall employ competent fully licensed, qualified full time Engineer to direct the work of AC installation in accordance with drawings and specifications. The Engineer shall be available at all times on the site to receive instructions from Consultant in the day to day activities, throughout the duration of the contract. The foremen shall co-relate the progress of the work in conjunction with all relevant requirements of the authorities.

- **7.0 Measurements:** It will be the responsibility of the contractor to submit the detailed split up of measurements with drawings during the progress of work so that it will be accessible and easy to verify by the consultant/SBI. GI duct, under deck insulation, Copper piping, drain piping etc should be measured before fixing the false ceiling. If the item is not visible for measurements only shortest measurement taken by consultant/SBI will be considered.
- **8 .Drawing:** The contractor should display one set of laminated drawing with as fitted layout drawing in each floor and submit another three sets along with the final bill.

### 9. TECHNICAL SPECIFICATION

The supply and erection of lift shall conform to the latest lift act in force and modern lift practice in all respects.

Technical specifications for various items of work given in the Bill of Quantities are to be read in conjunction with the specifications given below.

Each item of work shall be executed according to the relevant Indian Standard (IS) specifications.

Document Number-IS CODES FOR LIFT WORKS	Standard Title
IS 9878 : 1981	
Safety gears and governors for electric passenger and goods lifts IS 14665 : Part 1 : 2000	
Electric Traction Lifts - Part 1 : Guidelines for Outline Dimensions of Passenger, Goods, Service and Hospital Lifts <u>IS 14665 : Part 2 : Sec 1 and 2 : 2000</u>	
Electric Traction Lifts - Part 2 : Code of Practice for Installation, Operation and Maintenance - Section 1 : Passenger and Goods Lifts - Section 2 : Service Lifts 14665 : Part 3 : Sec 1 and 2 : 2000	
Electric Traction Lifts - Part 3 : Safety Rules - Section 1 : Passenger and Goods Lifts - Section 2 : Service Lifts 14665 : Part 4 : Sec 1 to 9 : 2001	
Electric Traction Lifts - Part 4: components - Section 1: Lifts Buffers - Section 2: Lift Guide Rails and Guide Shoes - Section 3: Lift Car frame, Car, Counterweight and Suspension - Section 4: Lift Safety Gears and Governors - Section 5IS 14665: Part 5: 1999	
Electric Traction Lifts - Specification - Part 5 : Inspection Manual <u>IS</u> 2365 : 1977	
Specification for Steel Wire Suspension Ropes for Lifts, Elevators and Hoists IS 4289: Part 1: 1984	
Specification for Flexible Cables for Lifts and Other Flexible	

Connections - Part 1 : Elastomer Insulated Cables <u>IS 4289 : Part 2 : 2000</u>	
Flexible Cables for Lifts and Other Flexible Connections - Specification - Part 2 : PVC Insulated Circular Cables IS 8151 : 1976	
Single-speed three-phase induction motors for driving lifts <u>IS 9228</u> : 1979	

Guarding and protecting hoist way shall be responsibility of the lift contractor from the date of commencement of work at site.

Variable Voltage, Variable Frequency (V3F) Make:

Yasakawa (Japan)/ Mitsubishi (Japan)/ L.G/Delta/Eric/Monarch/Fiji

Leveling device: As per 2.31.1 of IS 1860-1980

Terminal buffers: Terminal buffers shall be installed as a means of stopping the car and counter weight at the extreme limits of travel and shall be spring or oil buffers. Buffers in the pit shall be mounted on steel channels or suitable concrete blocks.

Guide: Steel 'Tee' section guides shall be provided for the car and counter - weight. At least the guides for the car should be machined.

Ropes: Hoisting suspension ropes as per IS 14665(Part4/sec.1to9):2001

Reverse phase and phase: Reverse phase & phase failure relay shall be provided to protect the machine against phase reversal and failure of any phase.

Miscellaneous: All electrical wiring shall have flame resisting moisture proof insulation and will be run in heavy guage metal conduit/ casing. The trailing cable between the car and lift well will be multicore type designed for lift services and will have flame resisting moisture roof covering. Cables should conform to relevant IS amended up to date. All wiring and earthing etc. shall conform to IE rules and regulations.

### 10. <u>DETAILED SPECIFICATION OF PASSENGER LIFT</u>

The technical specifications of the Passenger Lift is as follows:-

Qty. & Type : 01 No, 5 Passenger Elevator, Machine Room less

Capacity & Speed : 5 Passengers (340 Kgs) ,Speed 0.63 mps

Drive : Micro Processor Based VVVF.

Control system : Microprocessor based Simplex Selective Collective

Control with / without Attendent

Stops & Openings : 4 Stops and 4 Openings.

Floor Designation : G + 3 upper floors

Car Enclosure : Stainless Steel Hairline cabin,

Car Entrance : Stainless Steel Hairline finish power operated centre

opening sliding door, clear opening 700 mm wide &

2000 mm high

Car size : About 950mm Width 1000mm Depth 2100mm High.

Door Opening : About 700mm Width 2000mm High

Shaft width & shaft

depth

: 1590 mm x 1240 mm

Elevator Pit Depth : 1500mm

Overhead Height : 4000 mm

Main supply : 415 volts, Three Phase, 50Hz. A.C.

### 11. SAMPLE BUSINESS RULE DOCUMENT

# ONLINE TENDERING FOR PROPOSED LIFT INSTALLATION WORK OF STATE BANK OF INDIA, KOTTAYAM TOWN BRANCH Business rules for E-tendering:

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

### (A) Terms & conditions of E-tendering:

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

1. E-tendering shall be conducted by SBI through **M/s. e-Procurement Technology**, **Ahmedabad.**, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.

In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBI is not responsible for such eventualities.

- 2. M/s. **e-Procurement Technology, Ahmedabad**. shall arrange to train nominated person(s), of the bidder without any cost. They shall also explain to the bidders all the Rules related to the E- tendering. The bidders are required to give their compliance on it before start of bid process.
- 3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
- 4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI / their appointed Architects.
- 5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
- 6. Procedure of E-tendering:

### i. Online E-tendering:

- (a) The Technical as well as Price Bid is available on the Bank's website during the period specified in the NIT.
- (b) Online e-tendering is open to the bidders who are technically qualified for participating in the price bidding as per provisions mentioned hereinabove through SBI approved Service Provider.
- (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
- (d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
- (f) In case, contractor fails to quote their rates for any one or more tender items,

their tender shall be treated as "Incomplete Tender" and shall be liable for rejection.

- 7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. **e-Procurement Technology, Ahmedabad**. The Bidders are requested to change the Password after the receipt of initial Password from M/s. **e-Procurement Technology, Ahmedabad**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- 8. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall be at liberty to take action as per the tender terms and conditions including forfeiting their EMD
- 9. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.
- 10. SBI shall be at liberty to cancel the E-tendering process/tender at any time, before ordering, without assigning any reason.
- 11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- 12. Other terms and conditions shall be as per techno-commercial offers and other correspondences in this regard.

### 13. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI decision on award of Contract shall be final and binding on all the Bidders.

SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.

- SBI or its authorized service provider M/s. **e-Procurement Technology, Ahmedabad** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBI or its authorized service provider M/s. **e-Procurement Technology**, **Ahmedabad** is not responsible for any damages, including damages that result from,

but are not limited to negligence.

- SBI or its authorized service provider M/s. **e-Procurement Technology, Ahmedabad** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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

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

### PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

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

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

E:yashrajsingh@auctiontiger.net ,sujith@eptl.in web:- https://etender.sbi

D: +91 079-40270579/580/567/596, 079-40016815, 93745197554, 9879996111

Email: AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS
FOR THE ONLINE E-TENDERING ONLINE E-TENDERING FOR PROPOSED LIFT
INSTALLATION WORKS OF STATE BANK OF INDIA, KOTTAYAM TOWN BRANCH
Dear Sir.

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document

### This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and M/s. **e-Procurement Technology, Ahmedabad** shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E- tendering event.
- 5) We **con**firm that we have a valid digital signature certificate issued by a valid Certifying Authority.

We, hereby confirm that we will honor the Bids placed by us during the E-tendering process.

### With regards, Date:

### **Signature with company seal Name:**

### **Company / Organization:**

<u>Designation within Company / Organization: Address of Company / Organization:</u>

Scan it and send to this Document on -----

## 12. BRIEF DETAILS OF THE BIDDER (To be filled by the vendor)

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:	