SBI INFRA MANAGEMENT SOLUTIONS PVT LTD  
(WHOLLY OWNED SUBSIDIARY OF SBI)  

INVITES TENDERS IN TWO BID SYSTEM (PHYSICAL FORM) FOR  

GARDEN MAINTENANCE WORKS AT  
a) LHO COMPLEX POOJAPURA  
b) BANK HOUSE JAWAHAR NAGAR  
c) PARK AT POOJAPURA JN  
d) EXECUTIVE GUEST HOUSE AT JAWAHAR NAGAR  

Last date of submission of Tender (Technical & Price bid): 02.00 P.M. (IST) on 09.04.2020.  


NIT No: THI202003020  

The Assistant General Manager  
SBI Infra Management Solutions Pvt. Ltd.  
4th Floor, SBI LHO Building  
Poojappura, Thiruvananthapuram-695012  

(Name & Address of Contractors)
CONTENTS

ENVELOPE - I

General Instructions, Terms & Conditions, Technical Bid (Pages 1 to 26), Tender Fee Receipt, DD towards EMD, Other documents as specified in the tender documents

ENVELOPE – II

Financial Bid (Page 26)
NOTICE INVITING TENDER

Tenders are invited in two bid system from the contractors carrying out garden maintenance works who satisfies the eligibility criteria for ‘GARDEN MAINTENANCE WORKS AT a) LHO COMPLEX(INCLUDING SBILD) POOJAPURA b) BANK HOUSE JAWAHAR NAGAR c) PARK AT POOJAPURA JN d) EXECUTIVE GUEST HOUSE AT JAWAHAR NAGAR ” by SBI Infra Management Solutions Pvt. Ltd. (SBIIMS), Trivandrum

<table>
<thead>
<tr>
<th>EMD</th>
<th>Rs.10,000/- (Rupees Three thousand and six hundred only) in the form of DD in favour of ‘SBI’ payable at Trivandrum (Without EMD, tender will be rejected)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of the tender</td>
<td>Rs.1,000/- (Rupees One thousand only) – to be remitted through SBI e-collect. The procedure for remitting the tender fees is detailed in Annexure –I. Copy of the generated receipt with reference number shall be enclosed with the tender. (Without Tender Fee, tender will be rejected)</td>
</tr>
<tr>
<td>Issue of tender</td>
<td>19.03.2020 to 09.04.2020</td>
</tr>
<tr>
<td>Date of pre-bid meeting</td>
<td>02.04.2020 at 3.00pm</td>
</tr>
<tr>
<td>Period of AMC</td>
<td>One year from date of commencement (within 3 days from the issue of work order) extendable subject to review by Bank for further period of one more year.</td>
</tr>
<tr>
<td>Date of submission of tender</td>
<td>09.04.2020 by 4:00 pm (Both technical bid &amp; price bid are to be submitted in physical form in separate sealed covers)</td>
</tr>
<tr>
<td>Date &amp; time of opening of technical bid</td>
<td>09.04.2020 at 4:30 pm. Bids of those firms/ contractors who do not submit EMD and copy of the generated receipt with reference number shall be rejected. Representatives of Bidder 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 bid of Technically qualified bidders will be opened on the same day/ any day intimated by SBIIMS.</td>
</tr>
<tr>
<td>Tender to be submitted to</td>
<td>The Assistant General Manager (SBIIMS) SBI Infra Management Solutions Pvt. Ltd., 4th Floor, SBI LHO Building Poojappura, Thiruvananthapuram-695012</td>
</tr>
<tr>
<td>For any clarification and specification please contact</td>
<td>Smt. Rana Vikraman :- 9447515514</td>
</tr>
</tbody>
</table>

All the terms and conditions and other documents in the Technical bid shall be signed, stamped by the tenderers and submitted to us.

The SBIIMS reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
SCOPE OF THE WORK: ‘GARDEN MAINTENANCE WORKS AT a)LHO COMPLEX (INCLUDING SBILD) POOJAPURA b) BANK HOUSE JAWAHAR NAGAR c) PARK AT POOJAPURA JN d) EXECUTIVE GUEST HOUSE AT JAWAHAR NAGAR

A) Eligibility Criteria

(1) Contractors carrying out garden maintenance works qualifying the eligibility criteria as given below are eligible to apply.

a) The vendor shall have a valid Income Tax registration (enclose copy)
b) Applicant should have successfully completed similar works (in /under single order) of work value for Government/Semi-Government/PSUs/Banks/Government Financial Institutions during the last 3 years ending on 30.01.2020 costing a) Three works not less than Rs 4.00 lacs each or (b) Two completed works, costing not less than Rs 5.00 lacs (c) One completed work costing not less than Rs 4.00 lacs. Certificates to be enclosed as a proof of the same. (Proof to be enclosed).

c) The supplier should have an average annual turnover of Rs. 3.00 Lakh in the last 3 years as on 30.03.2019 (Enclose proof).

B) GENERAL INSTRUCTIONS:-

This tender document contains the following: -

Technical Bid: The technical bid duly filled in and signed & stamped in all pages, with all supporting documents, DD towards EMD & Receipt towards tender fee shall be submitted in a sealed envelope superscribed on top as “TECHNICAL BID FOR “GARDEN MAINTENANCE WORKS AT a)LHO COMPLEX (INCLUDING SBILD) POOJAPURA b) BANK HOUSE JAWAHAR NAGAR c) PARK AT POOJAPURA JN d) EXECUTIVE GUEST HOUSE AT JAWAHAR NAGAR

Financial Bid/ Price Bid shall be duly filled and submitted in a separate envelope superscribed as “PRICE BID FOR “GARDEN MAINTENANCE WORKS AT a)LHO COMPLEX (INCLUDING SBILD) POOJAPURA b) BANK HOUSE JAWAHAR NAGAR c) PARK AT POOJAPURA JN d) EXECUTIVE GUEST HOUSE AT JAWAHAR NAGAR

Both the Technical Bid envelope and Financial Bid envelope shall be placed in a bigger envelope and superscribed as “TENDER FOR “GARDEN MAINTENANCE WORKS AT a)LHO COMPLEX(INCLUDING SBILD) POOJAPURA b) BANK HOUSE JAWAHAR NAGAR c) PARK AT POOJAPURA JN d) EXECUTIVE GUEST HOUSE AT JAWAHAR NAGAR” Also mention Name and contact number of the vendor on the envelope. This envelope containing both the bids shall be addressed to the undersigned and dropped in the tender box kept at the following address or sent by post/ courier so as to reach the same in the office of the undersigned, on or before the scheduled date & time:

The Assistant General Manager (SBIIMS)
SBI Infra Management Solutions Pvt. Ltd.
4th Floor, SBI LHO Building
Poojappura, Thiruvananthapuram-695012

S/d
Assistant General Manager (SBIIMS)
I. **Other details and Terms & conditions**

1. The technical & price bids will be opened in the office of The Assistant General Manager (SBIIMS) SBI Infra Management Solutions Pvt. Ltd., 4th Floor, SBI LHO Building, Poojappura, Thiruvananthapuram-695012 on the scheduled date & time in the presence of tenderers who may wish to be present.

   **EARNEST MONEY DEPOSIT (EMD):** The Earnest Money Deposit should be submitted in separate envelope in the form of a DD/BC drawn in favour of the State bank of India payable at Trivandrum (Tenders without EMD and cost of the tender will be rejected). Bank is not liable to pay any interest on Earnest Money. The EMD for unsuccessful tenderer shall be refunded to them without any interest after the decision to award the work is taken. If the successful tenderer refuses to take up the work/does not start the work in time the EMD will be forfeited and the work order will be cancelled.

2. **COMPLETION PERIOD**
   Time is the essence of the contract. The entire work shall be commenced within 3 days reckoned from the date of the work order and completed the same within the stipulated period. The contractor should strictly adhere to the completion time schedule.

   **LIQUIDATED DAMAGES:** *In case the Contractor fails to fulfil his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages a sum of Rs. 100/- per day for the entire number of such days and the Bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the Contractor.*

   The tenderer must obtain himself at his own responsibility and at his own expenses all the information necessary for the purpose of filling the tender and to enter into a contract with the Bank. The tenderer shall bear all expenses in connection with the submission of this tender.

3. The tenderer whose tender is accepted is bound to execute a formal agreement with the Bank which will include the duly completed form of tender, specifications conditions, other papers therein, special conditions, all drawings etc., but his liability will commence from the date of the written acceptance of the tender whether the formal agreement is drawn or not. The contractor/supplier shall bear all expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required.

4. The quantities indicated in the BOQ are only probable quantities and are liable to alteration by omission, reduction or addition. Payment shall be made on the basis of actual quantities of supply at the accepted rates. No alterations which are made by the tenderer in specifications or in probable quantities accompanying the tender will be recognized and the tender is likely to be invalidated. Remarks and explanations should be given in a separate cover along with EMD and will become binding only if specially accepted in writing by the Bank at the time of acceptance of tender.

5. **SECURITY DEPOSIT (SD):** SD shall be 5 % of the contract value. The successful tenderer has to deposit with the Bank an amount equal to 5% of the tender amount less EMD in the form of DD/BC (as in the case of EMD) drawn in favour of the State Bank of
India payable at Trivandrum within two weeks of award of the work and the same shall be kept as part of the security deposit. The Security Deposit will be returned to the contractor after three months from the date of expiry of these presents provided that there are no defects or loss or damage caused to the Bank and / or materials / articles / equipments provided to him are duly accounted for and returned to the Bank in good working order and condition by the contractor to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled.

6. **TENDER VALIDITY:** The tenders submitted shall remain valid for acceptance for a period of Ninety days from the date of their opening. Should any tenderer withdraw his tender the tender before the expiry of the said period of makes any modifications to his tender, the tender shall be treated as having been rejected or abandoned and his EMD will be forfeited.

7. The Bank does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning of reasons thereof. Further, the bank reserves the right to award any portion of the work to different tenderers or to award the entire work to one tenderer.

8. The compensation or other sums of money payable by the contractor to the Bank under the terms of contract may be deducted from his EMD/ SD if the amount so permits and the contractor shall unless such deposits become otherwise payable within ten days, after such deductions, make good in cash the amount so deducted.

9. The supply and maintenance works shall be carried out under the directions and supervision of and subject to the approval in all respects by the Bank. The contractor shall carry out work without causing inconvenience to the officials working in the premises and must remove the debris from the site. Necessary site protection works shall be carried out by the contractor at his own cost before commencement of the work, if needed.

10. On acceptance of the tender the contractor shall in writing submit to the Bank the names of his accredited representatives who will be responsible to take instructions from the Bank. The work or any part of it shall not be transferred assigned or subject without the consent of the Bank.

11. The contractor is required to comply with all acts of Government relating to labour and the rules and regulations made there under from time to time and submit at the proper times all particulars and statements required to be furnished to the labour authorities.

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

13. Bank will not take any responsibility to provide any material including water / electricity. However, contractor may use the available water /power supply without causing any inconvenience to the Bank functioning by paying consumption charges as per the prevailing rates. **Income tax, GST-TDS, Labour Welfare fund and any other taxes as applicable from time to time will be deducted at source as per the rates prevalent at the time of payment of bill.**
14. The rates quoted shall be firm till completion of work and no escalation shall be considered. The employer is entitled to deduct all taxes and rates as per existing laws and rules, from any moneys due or that may become due to the contractor. The contractor shall indemnify the employer from and against all claims, demands, proceedings, damages cost and expenses which may be brought or made against the employer or to which it may be put by reason of the contractor not conforming to or complying with any of the provisions or requirements of any act or sections, Central/State rules and regulations, Bye laws of local authorities.

15. The contractor shall provide at his own cost all materials (except such materials if any, as may in accordance with the contract be supplied by the employer) machinery, plant tools, appliances, implements, ladders, cordage, tackle, scaffolding, in fact everything necessary or proper for the proper execution of work, whether the same may or may not be particularly shown or inferred there from and if the contractor finds any discrepancy in the drawings or between the drawings, schedule of quantities and specifications he shall immediately and in writing refer to the Bank who shall decide which is to be followed.

16. Payment will be released only after completion of the work to the satisfaction of the Bank.

17. The Agency/Contractor shall inspect the sites and obtain all the information required on all matters. Ignorance of nature of works to be carried out, working conditions etc will not be entertained at a later date.

18. Only well trained & experienced personnel should be deputed for carrying out the garden maintenance works.

19. Annual maintenance charges shall be exclusive of taxes. All arrangements for transporting the men, pots, plants, machineries, manure and any other items shall be borne by the Agency at their own cost and expense. The rates quoted shall be deemed to include everything necessary to satisfactorily carry out the maintenance of garden.

20. The duration of the contract for the above services would be for a period of twelve (12) months from the from the date of issue of work order subject to renewal for a further period of one year at the same rate at the option of the Bank on the same terms and conditions. The rate quoted shall be firm and valid for the entire duration of contract ie, for a period of 12 months from the date of issue of work order. This contract will be in force for a period of 12 months, but may be terminated by giving ONE MONTH notice by the Bank. No escalation on any account in any form will be entertained during the above contract period.

21. The Agency shall carry out the works in harmony with the officials of the Bank in the best overall interest of the work.

22. The Agency shall ensure that his employees carry identity cards issued by the Agency.

23. No advance shall be paid for the maintenance contract and bills will be paid on monthly basis.

24. The successful tenderer shall be requested to execute an agreement in the format prescribed by the Bank, on award of contract.
25. The tender form must be filled in English and all entries must be made by hand and written in ink/ typed. The tenders must be submitted in the prescribed format only. The tenderer must quote the rates and amount in the Bill of Quantities. The rates should be written both in words and figures without any erasures and alterations. However, if errors are made, the wrong figures or words must be neatly scored out under full signature of the tenderer and the correct figures and words neatly rewritten. Overwriting is not permitted. Errors in the Bill of Quantities (BOQ), rates and amount shall be dealt with in the following manner:

i) In the event of a discrepancy between the rates quoted in words and the rates in figures, the rates quoted in words shall be considered.

ii) In the event of an error occurring in the amount columns as a result of wrong multiplication and extension of unit rate and quantities, the unit shall be regarded as firm and the amount shall be amended accordingly.

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

26. Manpower, Wages, etc. for the labours

a) The contractor should ensure to comply with all the provisions of Labour Act / State /Central Govt. Agreed procedures. The Contractor shall be solely responsible for compliance of provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central / State Govt. Rules/ regulations, allowances, compensations, EPF, Bonus, gratuity, Insurance, ESIC, etc. relating to personnel engaged by them. The Bank shall have no liability in this regard.

b) The Contractor should obtain necessary labour license from statutory authorities for deploying man power.

c) All personnel provided by the Contractor will be on the payrolls of the Contractor / Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Bank.

d) That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior written permission from the Bank.

e) The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.

f) The documents related to submission of EPF, ESIC, salary paid, etc, to the respective statutory bodies pertaining to a month has to be submitted to the Bank for scrutiny before claiming next month bill.

27. The Contractor shall provide the following machineries and to be placed at LHO building under his custody:

a) Electric grass cutting machine with necessary garden tools.
b) Lawn mover exclusive for these premises
c) Tree / plant cutting tools & garden maintenance tools.
d) Plumbing equipment with emergency requirements.
ANNEXURE-I

Scope of works includes

- Lawn and plant maintenance including mowing, dressing, trimming/cutting, pruning and weeding etc
- Repotting and daily watering of plants twice in a day/arrangement of plants
- Weekly cleaning of ponds
- Daily sweeping
- Fountain of the park to be maintained in working condition. Contractor to ensure the availability of plumber for maintenance of the fountain
- Maintenance of light and advertisement board in Poojapura Park. Contractor to ensure the availability of electrician for maintenance of lights.
- Daily cleaning of garden area
- Decorating the garden area with flower pots
- Manuring, applying insecticide, pesticide, ratrol, salt etc. as and when required
- Grass cutting, edge cutting, shrub cutting as and when required
- Daily maintenance of indoor plants on all floors of the LHO building & SBILD
- Purchase of manure and all other items for the maintenance of garden shall be borne by the contractor
- Removal of unwanted bushes
- Priority should be given for planting plants in the ground rather than in pots.
- Electricity and plumbing works should be carried out only by competent and licensed electricians and experienced plumber of the Contractor. All electrical and plumbing consumables like tube lights, bulbs, chokes/starters, pipes etc should also be supplied by the Contractor at the entire area within maintenance service contract.
- Park having total area of 23,000sqft along with three islands near it is to maintained.
- The waste materials should be removed from the park. The walkway and benches inside the park should be kept clean and tidy
- The walkway and benches inside the park should be kept clean and tidy
- Water and electricity charges for maintenance of Park at Poojapura Junction is to be borne by the Contractor. At present, water and electricity charges per month works out to approximately Rs 6000/- per month. The contractor’s quoted rate should be inclusive of these charges. However, if there is any change in the tariff, the additional cost due to tariff variation shall be reimbursed to the contractor by The Bank.

- Cost of fertilizer, manures, disinfectant, fungicide, red soil required for topping, seasonal plants, necessary tools etc, required for the gardening work has to be provided by the Contractor. Cost of such consumables have to be included in the garden maintenance contract

Frequency of works

<table>
<thead>
<tr>
<th></th>
<th>Sweeping / Cleaning the garden areas comprising of roads, lawns flower beds, hedges, parks, pathway and rocks, slopes and park area</th>
<th>Daily</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Removing the dry leaves, dry branches / barks of tree / waste plastic bottles / containers / bags/ and disposing in the dustbins / waste pits / dumping ground.</td>
<td>Daily</td>
</tr>
<tr>
<td>No.</td>
<td>Task Description</td>
<td>Frequency</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>3</td>
<td>Watering the plants / hedges/ shrubs</td>
<td>Twice daily</td>
</tr>
<tr>
<td>4</td>
<td>Soiling / top soiling the flower beds / lawns, pots etc., (*)</td>
<td>Daily</td>
</tr>
<tr>
<td>5</td>
<td>Spreading and spraying disinfectants, fungicides and applying fertilizers. (*)</td>
<td>Weekly once</td>
</tr>
<tr>
<td>6</td>
<td>Developing flower beds, planting, sowing, raking, mulching, cutting stems for vegetative propagation, pruning</td>
<td>Daily</td>
</tr>
<tr>
<td>7</td>
<td>De-weeding and removing cut- worms manually and by spraying medicines,</td>
<td>Weekly once</td>
</tr>
<tr>
<td>8</td>
<td>Removing water logging, carcass (as and when required)</td>
<td>Daily</td>
</tr>
<tr>
<td>9</td>
<td>Maintenance of garden equipments like mowers, shovels, rakes, knives, spades, water pipes. Fire extinguisher pipes etc., ( as and when required)</td>
<td>Weekly</td>
</tr>
<tr>
<td>10</td>
<td>Coloring pots (earthen pot at garden) and bottom of trees within the maintenance contract.</td>
<td>Monthly</td>
</tr>
</tbody>
</table>

**MINIMUM NUMBER OF MANPOWER TO BE DEPLOYED**

<table>
<thead>
<tr>
<th>No.</th>
<th>Position Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supervisor- (Full time)</td>
<td>1 No</td>
</tr>
<tr>
<td>2</td>
<td>Gardener</td>
<td>2 Nos for LHO ( Full time -1 no &amp; Part time- 1 no) 1 No for SBILD ( Fulltime)</td>
</tr>
<tr>
<td>3</td>
<td>Gardener</td>
<td>1 No ( Part time ) for Park at Poojapura</td>
</tr>
<tr>
<td>4</td>
<td>Gardener</td>
<td>1 No (Part time) for <strong>BANK HOUSE JAWAHAR NAGAR &amp; EXECUTIVE GUEST HOUSE AT JAWAHAR NAGAR</strong></td>
</tr>
<tr>
<td>5</td>
<td>Electrician &amp; plumber for Park maintenance as per requirement at Poojapura park.</td>
<td></td>
</tr>
</tbody>
</table>

The above requirement of manpower is given for indicative purpose and the minimum number shall be deployed for the work. If the contractor is unable to execute the work to the complete satisfaction of the Bank with minimum number of manpower as stated above, he should engage additional manpower for the work and his quoted rate should take care of all such contingencies/ manpower required.
UNDERTAKING TO BE SUBMITTED BY TENDERER

To

The Assistant General Manager (SBIIMS)
SBI Infra Management Solutions Pvt. Ltd.
4th Floor, SBI LHO Building
Poojappura, Thiruvananthapuram-695012

Dear Sir,

TENDER FOR “GARDEN MAINTENANCE WORKS AT a)LHO COMPLEX(INCLUDING SBILD) POOJAPURA b) BANK HOUSE JAWAHAR NAGAR c) PARK AT PooJAPURA JN d) EXECUTIVE GUEST HOUSE AT JAWAHAR NAGAR “

Having duly examined the tender document including the drawings, specifications, designs, Bill of Quantities relating to the works specified in the underwritten memorandum and having visited the site of the said work and having acquired all the requisite information relating thereto as affecting this tender. I / We hereby offer to execute the works specified in the underwritten memorandum within the time specified therein at the rates specified in the schedule of quantities and in accordance, in all respects with specifications, designs, drawings and instructions in writing referred to in the conditions of the tender, the Articles of Agreement, special conditions of the contract and with such materials as are specified by and in all other respects in accordance with such conditions in the schedule of quantities and conditions of contract as applicable.

1. Should this tender be accepted, in whole or in part, I / We hereby agree (i) to abide by and fulfill all the terms and provisions of the said conditions, if the contract annexed hereto and the conditions of the tenders applicable or in default thereof to forfeit to SBIIMS/SBI, Local Head Office, Thiruvananthapuram the sum of money mentioned in the said conditions.

2. I / We agree (i) that should I / We fail to commence the work specified in the above mentioned memorandum the SBIIMS/Bank shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money otherwise the said Earnest Money shall be retained by Bank towards, security deposit mentioned in the above memorandum (ii) to execute all the works referred to therein and to carry out authorized variations as directed by the Bank and as per said conditions of the contract.

Signature of the Contractor with Office Stamp
SPECIAL CONDITIONS OF CONTRACT

- The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the rates and amounts stated in the schedule of quantities and/or the schedule of rates and amount which rates and amounts shall expect as otherwise provided cover all his obligations under the contract and all matters which are necessary for the proper completion of the works.

- The contractor shall indemnify the employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fee, damage, cost and charges of all and every sort that may legitimately be incurred in respect thereof.

- Work not to be sublet: The whole of the works included in the contract shall be executed by the contractor who shall not directly or indirectly transfer, assign or mutilate the contract or any part thereof or interest therein without the written consent of the employer and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during its progress.

- Accident or Injury to Workman: The Bank shall not be liable for any damages or compensation payable under law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, except an accident or injury resulting from any act or default of the Bank or their agents, or employees. The contractor shall indemnify and keep indemnified the Bank against all such damages and compensation, all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- Local laws, Acts, Regulation: The contractor shall strictly adhere to all prevailing labour laws inclusive of Contract Labour (Regulation and Abolition Act 1970) and other safety regulations. The contractor shall comply with the provisions of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the work
  
  i) Minimum Wages Act 1948 (Amended)
  
  ii) Payment of Wages Act. 1936 (Amended)
  
  iii) Work men’s Compensation Act 1923 (Amended)
  
  
  v) Apprentice Act 1961 (Amended)
  
  vi) Industrial Employment (Standing Order) Act 1946 (Amended)
  
  vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications.
  
  viii) Employees’ Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
  
  ix) Shop and Establishment Act.
  
  x) Any other act or enactment relating thereto and rules framed thereunder from time to time.

- In case, of extra items, where similar or comparable items are quoted in the tender, extra rates shall invariably be based on those tender rates to the extent reasonable. In case of
extra items, where similar items are not available in the tender, the rates for such items shall be derived as per C.P.W.D analysis of rates or market rates as applicable.

SETTLEMENT OF DISPUTES AND ARBITRATION:

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or 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 (if any)/ Bank/ SBIIMS 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, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 4th Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram – 695012 and endorse a copy of the same to the Architect (if any), within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim have been given by the Contractor to the Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 4th Floor, State Bank of India, 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 AGM (SBIIMS), Circle Office, 4th Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram – 695012 in writing in the manner and within the time aforesaid.

(b) The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 4th Floor, State Bank of India, 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 Infra Management Solutions Pvt. Ltd, 4th Floor, State Bank of India, 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 Infra Management Solutions Pvt. Ltd., 4th Floor, State Bank of India, 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.
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 made thereunder.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their settlement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parities. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.
APPENDIX TO CONDITIONS OF CONTRACT

1. **Name of the work**: "GARDEN MAINTENANCE WORKS AT
   a) LHO COMPLEX (INCLUDING SBILD) POOJAPURA
   b) BANK HOUSE JAWAHAR NAGAR
   c) PARK AT POOJAPURA JN
   d) EXECUTIVE GUEST HOUSE AT JAWAHAR NAGAR

2. **Date of commencement**: Within 3 days from the date of work order

3. **Period of AMC**: One year extendable subject to review by Bank for further period of one more year.

4. **Security Deposit**: 2% of the contract value less EMD

5. **Refund of security deposit**: After three months from the expiry of the contract.

6. **Period of honoring final certificate for Payment**: 15 days (Bills shall be submitted Branch wise or as directed by the Bank.

7. **Deduction of income tax/GST etc.**: As per Central / State Government rules

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**BRIEF DETAILS OF THE BIDDER**

<table>
<thead>
<tr>
<th>SL NO</th>
<th>PARTICULARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NAME OF THE BIDDER</td>
</tr>
<tr>
<td>2</td>
<td>MAILING ADDRESS WITH PINCODE</td>
</tr>
<tr>
<td>3</td>
<td>TELEPHONE No.</td>
</tr>
<tr>
<td></td>
<td>FAX No.</td>
</tr>
<tr>
<td>4</td>
<td>MOBILE No.</td>
</tr>
<tr>
<td>5</td>
<td>E-MAIL ID</td>
</tr>
<tr>
<td>6</td>
<td>i) PAN</td>
</tr>
<tr>
<td></td>
<td>ii) GST No.</td>
</tr>
<tr>
<td>7</td>
<td>Contact person with mobile/ Ph No.</td>
</tr>
</tbody>
</table>

**CHECK LIST (TECHNICAL BID) - Envelope -I**
- copy of Tender Fee Credit Receipt
- DD towards EMD
- All pages of tender document duly signed and stamped
- Sealed envelope containing all the above documents with address of the bidder & SBIIMS with name of the work superscribed thereon.
- Any other documents, if asked for

<table>
<thead>
<tr>
<th></th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>copy of Tender Fee Credit Receipt</td>
<td>Yes / No</td>
</tr>
<tr>
<td>DD towards EMD</td>
<td>Yes / No</td>
</tr>
<tr>
<td>All pages of tender document duly signed and stamped</td>
<td>Yes / No</td>
</tr>
<tr>
<td>Sealed envelope containing all the above documents with address of the bidder &amp; SBIIMS with name of the work superscribed thereon.</td>
<td>Yes / No</td>
</tr>
<tr>
<td>Any other documents, if asked for</td>
<td>Yes / No</td>
</tr>
</tbody>
</table>

**CHECK LIST(PRICE BID)– Envelope- II**
Duly filled up and signed price bid.

Accepted the terms and conditions of tendering.
ANNEXURE –I

Procedure for payment of TENDER FEE through SBI Collect

The Vendor needs to use SBI internet banking site https://www.onlinesbi.com

Select "SB Collect" from Top Menu, that will lead to the next page:
“Proceed” will lead to the next page:
Select "**All India**" in "State of Corporate / Institution " & Select "**Commercial Services**" in "Type of Corporate / Institution".

"**Go**" will lead to the next page:
Select "SBI Infra Management Solutions" in Commercial Services Name and "Submit"
Select “Tender Application Fee” in “Payment Category” and enter the “Tender ID” exactly as we preloaded with characters in Uppercase only in place of Circle Codes.

The next Page will be ready with few of the Preloaded Tender Details:
<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
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<tbody>
<tr>
<td>Tender ID</td>
<td>20181001</td>
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<tr>
<td>Tender Name</td>
<td>[Redacted]</td>
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<tr>
<td>Date Used</td>
<td>22-01-2019</td>
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<tr>
<td>Due Date</td>
<td>31-01-2019</td>
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<tr>
<td>Amount in Rupees</td>
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</tr>
<tr>
<td>Vendor Bank A/c</td>
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</tr>
<tr>
<td>Vendor GST No</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Vendor Mobile No</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

**Submit, Reset, Back**

*This is an example of a tender application form.*
The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.
Procedure for reprinting challan

Login to SBI internet banking site https://www.onlinesbi.com

Select "SB Collect" from Top Menu, that will lead to the next page:

“Proceed” will lead to the next page:
Select “Reprint Remittance Form”
The Vendor will have to fill up the fields properly and upon submission of the same, receipt will be regenerated.
### PRICE BID FOR “GARDEN MAINTENANCE WORKS AT a)LHO COMPLEX POOJAPURA(INCLUDING SBILD) b) BANK HOUSE JAWAHAR NAGAR c) PARK AT POOJAPURA JN d) EXECUTIVE GUEST HOUSE AT JAWAHAR NAGAR

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GARDEN MAINTENANCE WORKS AT a)LHO COMPLEX POOJAPURA(INCLUDING SBILD) b) BANK HOUSE JAWAHAR NAGAR c) PARK AT POOJAPURA JN d) EXECUTIVE GUEST HOUSE AT JAWAHAR NAGAR as per the scope of works</td>
<td>Ls ( rate/ month)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub Total (A)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GST (B)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total (A)+(B)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(The tenderer should visit the site before submitting the sealed bid and satisfy himself about the manpower and other requirements as per tender conditions and quote rate accordingly)

Seal and Signature of the company