



**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.**

(A Wholly Owned Subsidiary of SBI)

CIRCLE OFFICE

SBI Local Head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001

**Part – I**

(Technical Bid)

**TENDER FOR CONSTRUCTION OF CASH PROCESSING ROOM  
AT SBI BARGARH**

Tender reference No: **BHU2020009020**

**Date: 23.09.2020**

**Eligibility Criteria: Contractors Empaneled with Bhubaneswar and other Circles of SBI/SBIIMS (Category E and above of Bhubaneswar and appropriate category of other circle of SBI/SBIIMS) are eligible to apply.** Vendor/Contractor should possess valid digital signature for this e-tender.

**TENDER SUBMITTED BY:**

**NAME** : \_\_\_\_\_

**ADDRESS** : \_\_\_\_\_

\_\_\_\_\_

**GSTIN NO** : \_\_\_\_\_

**DATE** : \_\_\_\_\_



## **NOTICE INVITING TENDERS**

SBI Infra Management Solutions Pvt. Ltd. (SBIIMS), SBI Local Head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 on behalf of SBI, R&DB RBO-II, Sambalpur invites E- Tenders for construction of Cash Processing Room at SBI Bargarh Branch from Bank's empaneled contractors of Category E and above of Bhubaneswar and appropriate category of other circle of SBI/SBIIMS : category- up to 7.5 Lacs and above.

The other details of the tender are as under:

1.	<b>Name of Work and location of work.</b>	<b>Construction of Cash Processing Room at SBI Bargarh</b>
2	<b>Eligibility of criteria</b>	Contractors Empaneled with Bhubaneswar and other Circles of SBI/SBIIMS (Category E and above of Bhubaneswar and appropriate category of other circle of SBI/SBIIMS) are eligible to apply
3	<b>Estimated Cost</b>	<b>Rs 2,88,990 + GST</b>
4	<b>Cost of Tender Documents cum processing Fee (Non-refundable)</b>	<b>Rs 1000</b> (Rupees One Thousand Only) non-refundable to be deposited online through <a href="https://www.onlinesbi.com">https://www.onlinesbi.com</a> using State Bank Collect gateway on or before 16.08.2020 <b>up to 5 PM</b> . Steps involved in making such payments is provided in details in <b>Annexure I</b> attached in this tender
5	<b>Earnest Money Deposit (EMD)</b>	<b>Rs. 2900/-</b> (Rupees Two Thousand Nine Hundred Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of " <b>SBI Infra Management Solutions Pvt. Ltd.</b> " Payable at <b>Bhubaneswar</b> ," which is to be submitted along with the Technical Bid in a separate envelope super scribing "EMD". Without EMD Tender will be rejected. <u>EMD shall be converted into Retention Money for successful Contractor, whose tender is accepted. Contractors deposited EMD in Premises Department may attach scan copy of EMD.</u>
6	<b>Availability of Tender document.</b>	<b>23.09.2020 to 29.09.2020</b> from Bank's website " <a href="https://www.sbi.co.in/portal/web/home/procurement-news">https://www.sbi.co.in/portal/web/home/procurement-news</a> "
7	<b>Initial Security Deposit (ISD)</b>	L1 vendor shall submit, 2% of awarded value of work in the form of DD/BC favouring " State Bank of India" payable at Bhubaneswar and EMD obtained in the name of <b>SBI Infra Management Solutions Pvt. Ltd</b> shall be returned to them.
8	<b>Retention Money</b>	The successful (L1) Contractor/vendor, whose tender is accepted by the Bank, shall be bound to deposit a sum equivalent to 5% of accepted "Final value of the work" including ISD as Retention Money.
09	<b>Last date, time and place for submission of Online Technical Bid.</b>	The eligible empaneled contractor under the Bhubaneswar Circle/LHO are required to submit/enclose the scan copies of following document online on or before <b>Dt. 30.09.2020 up to 11:00 AM :</b>



		<p>i) Payment receipt of the Tender processing fee.</p> <p>ii) Earnest Money Deposit (EMD).</p> <p>iii) Process Compliance form in company letter head duly signed and stamped by authorize representative.</p> <p>iv) Letter of Undertaking in company letter head duly signed and stamped by authorize representative.</p> <p>v) Scan copy of tender document duly signed by the bidder all 65 pages.</p> <p>However, only physical EMD to be submitted on or before last date &amp; time in sealed envelope at our SBIIMS office address mentioned below.</p> <p><b>The Manager Civil, SBI Infra Management Solutions Pvt. Ltd., State Bank of India, Administrative Office, Sambalpur Zone, Near Madnawati Public School, Ainthapali, Sambalpur 768004</b></p> <p><u>Tenders received without any one or more document mentioned above shall be rejected.</u></p> <p>After the accomplishment of tendering procedure, the successful bidder shall submit the hard copy of the Technical document duly signed with seal in all pages by the authorized representative/proprietor of the firm at the under mentioned office.</p>
10	<p><b>Last date, time and Mode of submission of <u>Online Price Bid</u></b></p>	<p>The Price Bid to be uploaded/submitted online on service provider portal i.e <a href="https://etender.sbi">https:// etender. sbi</a> on or before <b>Dt. 30.09.2020 up to 11 :00 AM.</b></p> <p>Vendor/Contractor//Authorized Dealer) should have valid digital signature for this e tender.</p> <p>E-tendering guidelines may be obtained from:</p> <p><b><u>Service provider:</u></b>  <b>M/s. Antares Systems Limited,</b>  <b>Registered Office: #24, Sudha Complex,</b>  <b>3<sup>rd</sup> Stage, 4<sup>th</sup>Block, Bangalore – 560079,</b>  <b>Karnataka.</b>  <b>Ph.: 080-49352000 / 40482000</b>  <b>Fax: 080-49352034</b>  <b>Help Desk: 9073677150 / 9073677151 / 9073677152 / 033 4604 6611</b></p>



		<p><b>Contact Persons:</b>  <i>(On working days 9 AM to 6 PM)</i>  <b>1. Mr. Kushal Bose</b>  <b>Mobile No.: +91 7686913157</b>  <b>e-Mail: <a href="mailto:kushal.b@antaressystems.com">kushal.b@antaressystems.com</a></b></p> <p><b>2. Mr. Tousik Ghosh</b>  <b>Mobile No.: +91 9674758724 e-</b>  <b>Mail:<a href="mailto:tousik.g@antaressystems.com">tousik.g@antaressystems.com</a></b></p>
11	<b>Date, Time and Place of opening of Online Technical Bid.</b>	<p><b>Online Technical bid (Part-1) at our Office: At 21:30 PM on Dt 30.09.2020</b>  Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.</p>
12	<b>Date, Time and Place of opening of Online Price Bid.</b>	<p>The online Price bid (Part-2) of only technically qualified bidder shall be opened at our office on <b>Dt. 30.09.2020 at 3:00 PM.</b></p>
13	<b>Validity for Offer</b>	3 (Three) Months from The Date of Opening of Price-Bid
14	<b>Commencement of Work.</b>	7th Day from the date of receiving of Work Order or handing over of site whichever is earlier
15	<b>Time for completion of work.</b>	<b>30</b> days from date of Commencement.
16	<b>Deduction of income tax and GST</b>	<p>A) Income Tax will be deducted at source as per Govt. Guidelines.</p> <p>B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following.</p> <ol style="list-style-type: none"> <li>1. Contractor should have GST Registration Number</li> <li>2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision</li> <li>3. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment</li> <li>4. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor</li> </ol>
17	<b>Terms and Mode of payment</b>	<p>i) No advance payment will be made to the contractor.</p> <p>ii) After successful completion of entire work 100% payment will be released against submission of tax invoice and work completion certificates.</p> <p>iii) Payment shall be made by way of Electronic fund transfer and the</p>



		bill will be paid by the SBI. Firm should furnish details of the bank, A/c no, IFSC code.  iv) Payments towards the above work shall be made by SBI. The GST Number of State Bank of India for Bhubaneswar is 21AAACS8577K1Z1
18	<b>Liquidated Damages for Delay</b>	If the bidder is not able to complete the work 45 days from date of issue of work order, 0.5 % Per week subject to total amount of 5% of Contract Value.
19	<b>Defects Liability Period</b>	12 Months (Twelve months)
20	<b>Contact Person, Phone No of officials.</b>	<u>For Technical queries:</u> Abhishek Keshwa (Mob 9938145409) (engineer -in-charge of the project) or Circle Head: 0674-2600570 & <a href="mailto:headbhu.sbiims@sbi.co.in">headbhu.sbiims@sbi.co.in</a>

- 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.
- The bidder, who is the authorized representative and participating on behalf of company/ Dealer/vendor, should have a valid digital signature certificate (DSC) for this e tender. The validity of the DSC should be at least 3 months.
- Those bidders who are qualified in technical bid, should submitted their price bid online within timeline, failing which tender summarily rejected.
- SBIIMS reserves the right to increase or decrease the quantum of services, manpower to be provided and also reserves the right to reject, cancel or revise or accept any or all the tenders or part of tenders without giving any reasons thereto.
- SBIIMS reserves its rights to accept/reject any/all tender without assigning any reasons whatsoever and to increase or decrease the quantities of any item and contractor has to execute the same at the rate quoted and no correspondence shall be entertained in this regard.
- The L-1 Vendor (successful bidder) shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages after completion of the tendering procedures.
- Conditional tenders are liable for rejection.
- Bidders need to submit an undertaking, if quoted amount is 10% less than the estimated amount, to undertake the job. Further, the vendor is liable to submit with relevant justifications on their letter head for the items (schedule) which quoted less.
- Tenders received without EMD and Non-Refundable tender processing fee shall be summarily rejected. Vendor/Company having NSIC certificate are exempted from submission of EMD.

**VP & Circle Head  
SBIIMS, Bhubaneswar**



## **BUSINESS RULES FOR ONLINE TENDER GENERAL TERMS AND CONDITIONS OF ONLINE TENDER**

1. For the proposed online bidding, already empanelled vendors for the said purpose who fulfill all terms and conditions including deposit of earnest money and tender processing fee only shall be eligible to participate.
2. SBIIMS/SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of online bidding on Internet.
3. SBIIMS/SBI will inform the vendor in writing in case of online bidding, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed format (provided by service provider) before start of online bidding. Without this the vendor will not be eligible to participate in the event.
6. Opening of online bids will be conducted on schedule date & time.
7. At the end of online bidding event, the lowest bidder value will be known on the network.
8. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to SBIIMS/SBI through service provider within 24 hours of completion of tender without fail.
9. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with SBIIMS/SBI as per prevailing procedure.
10. In case SBIIMS/SBI decides not to go for online bidding on procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBIIMS/SBI shall be opened as per SBI standard practice.
11. Business Rule for finalization of the Tender

SBIIMS/SBI shall finalize the tendering process of the item through online bidding mode. SBIIMS/SBI has made arrangement with M/s Antares Systems Limited (ASL) who shall be SBIIMS/SBI's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized Online tendering shall be conducted by SBIIMS/SBI, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to ASL furnishing the price, the bidder wants to bid online, with a request to ASL to upload the faxed price on line so that the service provider will upload that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by ASL in a readable / legible form and also the Bidder should simultaneously check up with ASL over phone about the



clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by ASL only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of ASL at the time of receipt of the fax message from the bidders, ASL will not be uploading the prices. It is to be noted that either SBIIMS/SBI or ASL are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the online bidding successfully. However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

2. ASL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Tendering/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.

3. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian Rupees (INR) per -one- (Unit) of the items.

4. **BID PRICE:** The Bidder has to quote the Total cost to SBI of the items specified inclusive of all taxes, duties, freight, service tax, overhead, contractor's profit etc. excluding GST. GST shall be paid extra as per actual.

5. **VALIDITY OF BIDS:** The Bid price shall be firm for a period of three calendar months from the date of acceptance of tender which may be extended for a further period subject to mutual agreement.

6. The bidder has to provide a detail break up for his commercial offer in the prescribed format as given by the Bank.

7. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. Should you back out and not execute the work as per the rates quoted, the earnest money deposited by you with us in this regard shall be forfeited without further reference to you.

8. You shall be assigned a Unique Username & Password by ASL. You are advised to change the Password after the receipt of initial Password from ASL to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.

9. At the end of the online Tendering process, SBIIMS/SBI will decide upon the winner. SBIIMS/SBI's decision on award of Contract shall be final and binding on all the Bidders.

10. SBIIMS/SBI shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.



11. SBI/MS/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 your techno-commercial offers and other correspondences till date.

13. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the online bidding.

14. Successful bidder shall enter into a contract with the bank to carry out the work as per Bank's standard format.

15. 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's decision on award of Contract shall be final and binding on all the Bidders. - SBI along with ASL can decide to extend, reschedule or cancel any tender. Any changes made by SBI and / or ASL, after the first posting will have to be accepted if the Bidder continues to access the site after that time. - ASL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. - ASL is not responsible for any damages, including consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**N.B.** - All the bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the online event - All the Bidders are required to submit the Agreement Form (Annexure- I) duly signed.





## **PROCESS COMPLIANCE FORM**

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

To

Date:

**Antares Systems Limited**

### **SUB: AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE BIDDING**

Dear Sir,

*This has reference to the Terms & Conditions for the online bidding mentioned in the Tender for "Construction of Cash Processing Room at SBI Bargarh" 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 online bidding and the RFP as mentioned in your letter and confirm our agreement to them.*
- 3) We also confirm that we have taken the training on the tender tool and have understood the functionality of the same thoroughly.*
- 4) We confirm that SBI Group and ASL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the tender event.*
- 5) We understand that in the event we are not able to access the tender site, we may authorize ASL to bid on our behalf by sending a fax containing our offer price before the tender close time and no claim can be made by us on either State Bank Group or ASL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.*
- 6) I/we do understand that ASL may bid on behalf of other bidders as well in case of above-mentioned exigencies.*
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.*
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure II and the format as requested by SBI / ASL.*
- 9) We, hereby confirm that we will honor the Bids placed by us during the tender process.*
- 10) We read each page, understood the technical bid & BOQ and I/we hereby agree to abide by and fulfill the terms and provisions and accepting all terms and conditions stipulated in the tender documents. After the accomplishment of tendering procedure, if we become the lowest bidder shall submit the hard copy of the Technical document duly signed with seal by the authorized representative/proprietor of the firm at the under mentioned office.*



We hereby confirm that we will honor the Bids placed by us during the tender process.

With regards

Signature with company seal

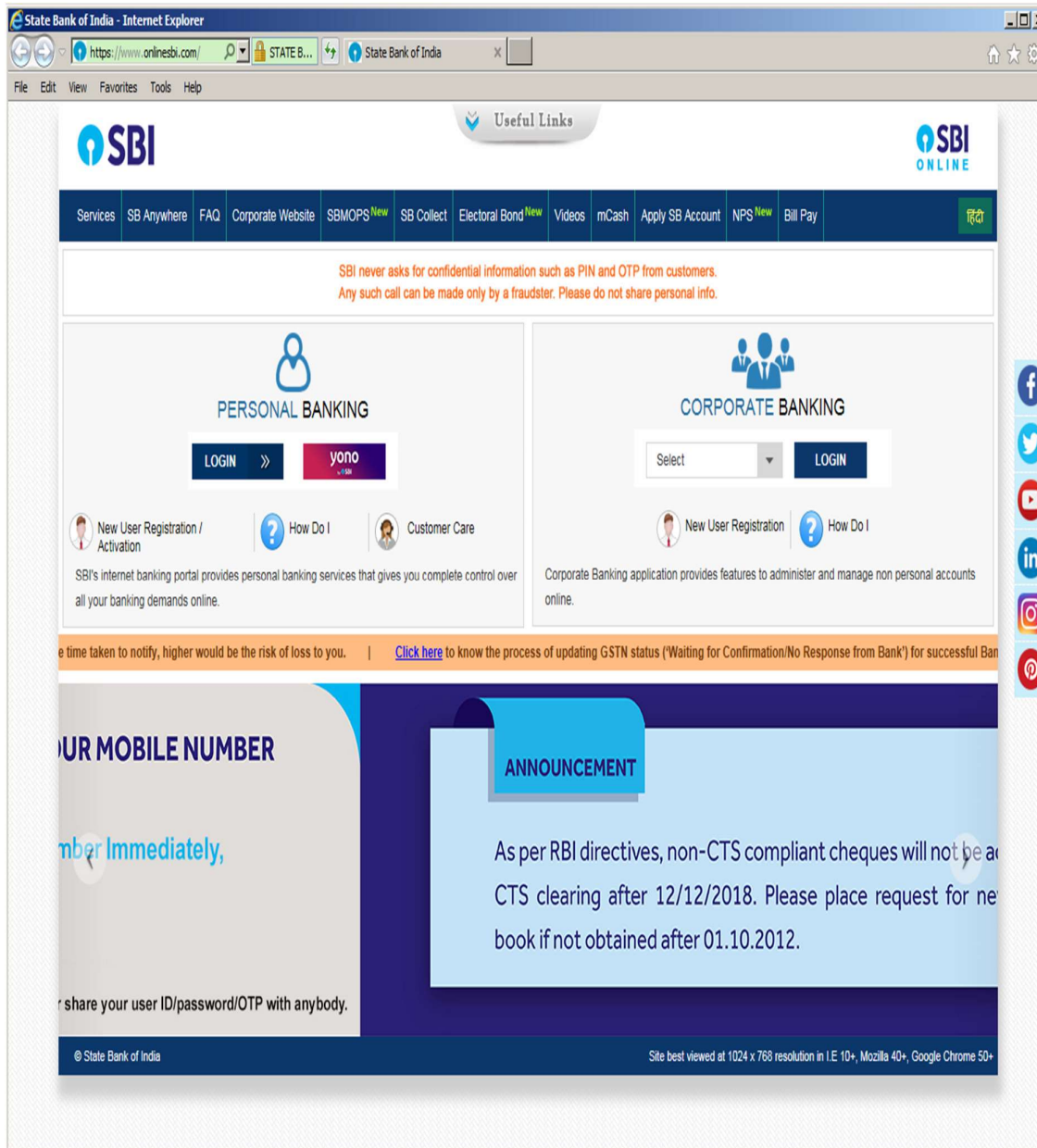
Date:

Name:

Company / Organization



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:



State Bank Collect - Internet Explorer

https://www.onlinesbi.com/sbico STATE B... State Bank Collect

File Edit View Favorites Tools Help

SBI State Bank Collect

Products & Services Know More

**STATE BANK COLLECT**  
A MULTI-MODAL PAYMENT PORTAL

DISCLAIMER CLAUSE

[Terms Used](#)

- > **Corporate Customer:** Firm/Company/Institution (F/C/I) collecting payment from their beneficiaries.
- > **User:** The beneficiary making a payment to F/C/I for the services/goods availed.
- > Bank shall not be responsible, in any way, for the quality or merchantability of any product/merchandise or any of the services related thereto, whatsoever, offered to the User by the Corporate Customer. Any disputes regarding the same or delivery of the Service or otherwise will be settled between Corporate Customer and the User and Bank shall not be a party to any such dispute. Any request for refund by the User on any grounds whatsoever should be taken up directly with the Corporate Customer and the Bank will not be concerned with such a request.
- > Bank takes no responsibility in respect of the services provided and User shall not be entitled to make any claim against the Bank for deficiency in the services provided by the Corporate Customer.
- > The User shall not publish, display, upload or transmit any information prohibited under Rule 3(2) of the Information Technology (Intermediaries guidelines) Rules, 2011.
- > In case of non-compliance of the terms and conditions of usage by the User, the Bank has the right to immediately terminate the access or usage rights of the User to the computer resource of the Bank and remove the non-compliant information.

I have read and accepted the terms and conditions stated above.  
(Click Check Box to proceed for payment.)

**Proceed**

© State Bank of India Privacy Statement Disclosure Terms of Use

“Proceed” will lead to the next page:



State Bank Collect - Internet Explorer  
https://www.onlinesbi.com/sbico STATE B... State Bank Collect  
File Edit View Favorites Tools Help

SBI State Bank Collect

State Bank Collect - State Bank Mops

State Bank Collect / State Bank Collect Exit

State Bank Collect 09-Jan-2019 [12:23 PM IST]

Select State and Type of Corporate / Institution

State of Corporate / Institution \* ---- Select State ----

Type of Corporate / Institution \* ---- Select Type ----

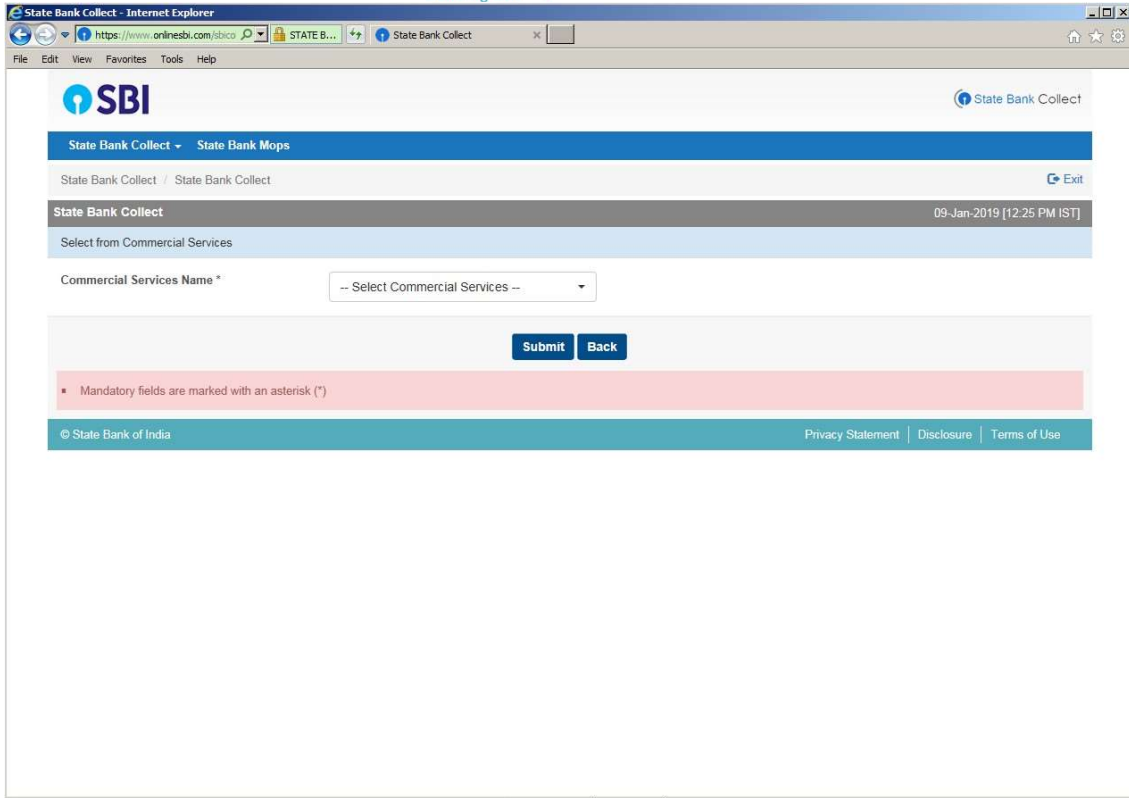
Go

- Mandatory fields are marked with an asterisk (\*)
- State Bank Collect is a unique service for paying online to educational institutions, temples, charities and/or any other corporates/institutions who maintain their accounts with the Bank.

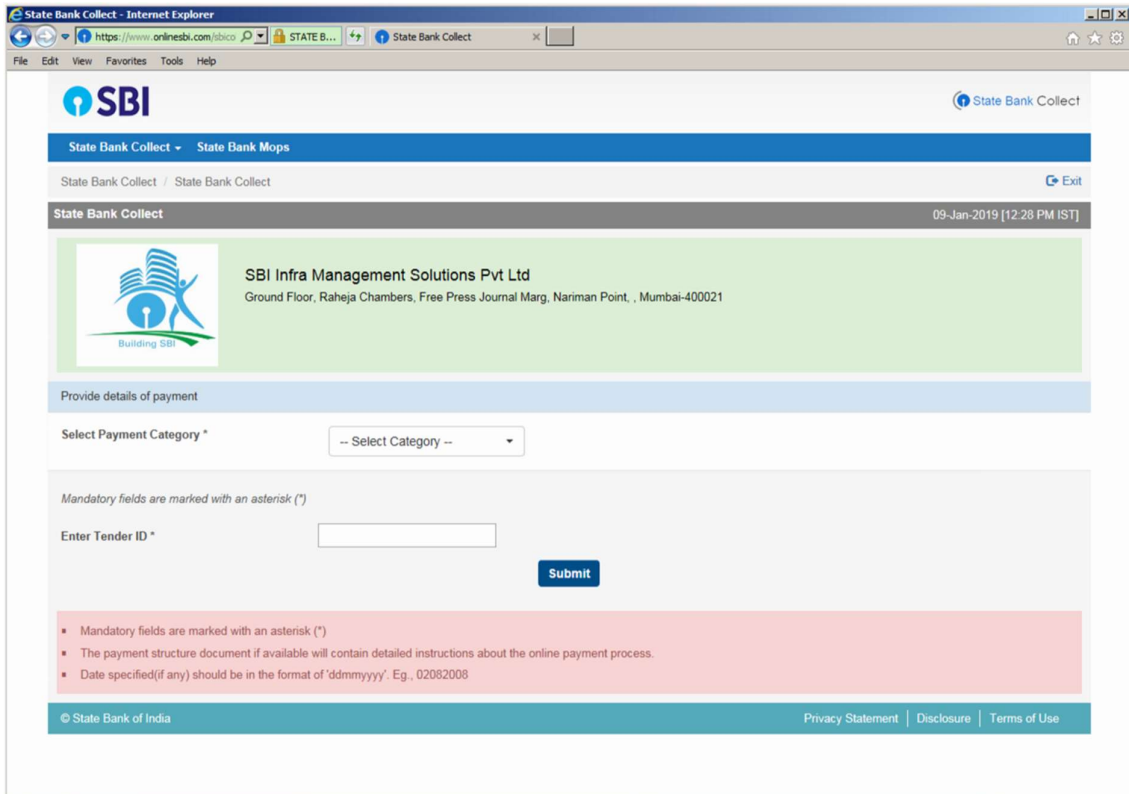
© State Bank of India Privacy Statement Disclosure Terms of Use

Se-

lect **"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:

The screenshot shows the SBI State Bank Collect website interface. The page title is "State Bank Collect - Internet Explorer". The URL is "https://www.onlinesbi.com/sbicol". The page content includes the SBI logo and the text "State Bank Collect". Below this, there is a navigation bar with "State Bank Collect" and "State Bank Mops". The main content area displays the SBI logo and the text "SBI Infra Management Solutions Pvt Ltd" with the address "Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, , Mumbai-400021". The page is dated "09-Jan-2019 [12:35 PM IST]".

The form is titled "Provide details of payment" and contains the following fields:

- Select Payment Category \* (Dropdown menu): TENDER APPLICATION FEI
- Tender ID \* (Text field): MUM2019010005
- Tender Name (Text field): Corp 05
- Open Date (Text field): 06-01-2019
- End Date (Text field): 12-01-2019
- Amount in Rupees \* (Text field): 10000
- Vendor Email ID (Text field):
- Vendor GST No \* (Text field):
- Vendor Mobile No \* (Text field):
- Vendor Name \* (Text field):
- Remarks (Text area):

Below the form, there is a section for user details:

Please enter your Name, Date of Birth (For Personal Banking) / Incorporation (For Corporate Banking) & Mobile Number. This is required to reprint your e-receipt / remittance(PAP) form, if the need arises.

- Name \* (Text field):
- Date Of Birth / Incorporation \* (Text field with calendar icon):
- Mobile Number \* (Text field):
- Enter the text as shown in the image \* (Text field): 39E10

At the bottom of the form, there are three buttons: Submit, Reset, and Back.

At the bottom of the page, there is a footer with the text "© State Bank of India" and links for "Privacy Statement", "Disclosure", and "Terms of Use".

The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

The MIS information made available to circle authorities at the end of every Tenders will also contain this unique Reference No along with all fields shown in the above Page.





## ARTICLES OF AGREEMENT

This AGREEMENT is made at ..... on this ..... day of ..... between SBI, a body Corporate created under SBI Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and one of the circle office at SBI Local Head Office, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 represented by authorized officer of SBI. (hereinafter called "the Employer") on the one part and M/s \_\_\_\_\_ (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at \_\_\_\_\_ (hereinafter called "the Vendor") represented by Shri ..... who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging an empanelled electrical Contractor under SBI, LHO, Bhubaneswar for execution of " \_\_\_\_\_ branch under RBO \_\_\_\_\_

AND WHEREAS the Employer had called for tenders from empanelled vendors for the proposed work as indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Vendor and others submitted the tenders and the Employer has awarded the contract relating to "Electrical and allied works of SBI \_\_\_\_\_ branch under RBO \_\_\_\_\_ " as stated in the scope of work attached to the Tender Document to the Vendor.

AND WHEREAS both the parties to this agreement are desirous of recording the terms and conditions upon which the said services are to be rendered by the Vendor.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount 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 upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.

2. The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

3. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.

4. The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.

5. This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work as per enclosed schedule of Items and to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities or as provided in the said Conditions and approved by the SBIIMS.

6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to \_\_\_\_\_ work of SBI \_\_\_\_\_ branch under RBO \_\_\_\_\_ in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.





7. The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 7th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 3 months subject to nevertheless the provisions for extension of time.

9. All payments by the Employer under this Contract will be made by State Bank of India.

10. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Bhubaneswar and only the Courts in Bhubaneswar shall have jurisdiction to determine the same.

11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF THE EMPLOYER and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

**SIGNATURE CLAUSE**

SIGNED AND DELIVERED by the

\_\_\_\_\_ By the

(Employer)

hand of Shri \_\_\_\_\_

\_\_\_\_\_

(Signature of Employer)

(Name and Designation)

In the presence of :

Shri / Smt. \_\_\_\_\_

(Signature of Witness)

Address \_\_\_\_\_

\_\_\_\_\_

(Witness)

SIGNED AND DELIVERED by the

\_\_\_\_\_ by the

(Contractor)

(Signature of Contractors)



in the presence of :

Shri / Smt. \_\_\_\_\_

Address \_\_\_\_\_

(Signature of Witness)



## **INSTRUCTIONS TO THE TENDERERS:**

### **1.0 Scope of Work**

Online Tenders are invited for SBIIMS for "Construction of Cash Processing Room at SBI Bargarh Branch under R&DB RBO-Sambalpur

### **1.1 Site and Its Location**

The proposed work is to be carried out at **SBI Bargarh**

### **2.0 Tender Documents**

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

- 2.1 (a) Instructions to tenderers
- 2.1 (b) General Conditions of Contract
- 2.1 (c) Special Conditions of Contract
- 2.1 (d) Additional Conditions for Electrical Installation
- 2.1 (e) Technical Specifications
- 2.1 (f) Priced Bid

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

- a. Price Bid
- b. Technical Specifications
- c. Additional Conditions for Electrical Installation
- d. Special Conditions of Contract
- e. General Conditions of Contract
- f. Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from [www.sbi.co.in](http://www.sbi.co.in) (link) <Procurement News>

### **3.0 SITE VISIT**

The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character,



quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc;

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

#### **4.0 EARNEST MONEY**

4.1 The tenderers are requested to submit the Earnest Money of **Rs.2900/-** (Rupees Two Thousand Nine Hundred only) in the form of Demand Draft or Banker's Cheque in favour of "**SBI Infra Management Solutions Pvt. Ltd.**" payable at "Bhubaneswar" drawn on any Scheduled Bank in India.

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

4.3 No interest will be paid on the EMD.

4.4 After identifying the L1 vendor EMD of unsuccessful tenderers will be refunded personally to the vendor against their acknowledgement or shall be sent to their given address within a week by post/courier on request from tenderers.

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

#### **5.0 INITIAL SECURITY DEPOSIT.**

L1 vendor shall submit, 2% of awarded value of work in the form of DD/BC favouring "State Bank of India" payable at Bhubaneswar within a period of 15 days from the date of receipt of confirmation regarding acceptance of tender and EMD obtained in the name of **SBI Infra Management Solutions Pvt. Ltd** shall be returned to them.

#### **6.0 SECURITY DEPOSIT**

6.1 Total security deposit shall be 5% of the final value of the work. Out of this 2% of tender value (i.e. tender amount) is in the form of initial security deposit (ISD). Balance security deposit (i.e. 5% of final value of work less 2% of tender value already deposited as ISD) towards the work shall be deducted from the final bill of the work as Retention money. Bank also may deduct total 5% of the final value of the work from Final/running bill and the ISD shall be returned to the L1 vendor. 5% of the retention money shall be paid after the defects liability period of 1 Year as specified in the contract. The retention money will be interest free.

#### **6.2 ADDITIONAL SECURITY DEPOSIT**

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfilment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion. Contractor quoting abnormally low or high rates shall



also submit rate analysis of the items justifying the rates quoted. If the rate quoted is not just fed, the tender will be rejected. Discretion of SBIIMS Bhubaneswar is final and binding on the contract.

6.3 No interest shall be paid to the amount retained by the Bank as Security Deposit.

## 7.0 SIGNING OF CONTRACT DOCUMENTS

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

**8.0 COMPLETION PERIOD:** Time is the essence of the contract; the work should be completed in all respect and in accordance with the terms of contract within a **period of 30 days** from the date of commencement of work.

**9.0 VALIDITY OF TENDER : 3 Months**

Tenders shall remain valid and open for acceptance for a period of 3 (Three) months from the date of opening price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the SBIIMS without prejudice to any other right or remedy the SBIIMS shall be at liberty to forfeit the EMD.

## 10.0 LIQUIDATED DAMAGES

The liquidated damages shall be 0.5% per week subject to a maximum of 5% of the actual value of work.

## 11.0 RATES AND PRICES

11.1 In case of item rate tender

11.1.1 The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a item, the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated, and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.



The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the SBIIMS/Architect/ Bank.

11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

11.1.5 Each page shall be totalled, and the grand total shall be given.

11.1.6 The rate quoted shall be firm and shall include all costs of all materials and labour involved for completion of work.



## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1.0 Definitions**

“**Contract**” means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/SBIIMSI and all these, documents taken together shall be deemed to form one contract and shall be, complementary to one another.

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

1.1.1 ‘**SBI / Bank**’ shall mean State Bank of India (client) a body Corporate created under SBI Act 1955, having one of its Circle Office at State Bank of India, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 and includes the client’s representatives, successors and assigns.

1.1.2 “ **SBIIMS**” shall means **SBI Infra Management Solutions Pvt. Ltd.** (SBIIMS), its wholly owned subsidiary having Head Office at Mumbai and One of its Circle office at 4th Floor, SBI, Local head Office, 4<sup>th</sup> Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 and includes the client’s representatives, successors and assigns.

1.1.3 ‘**Architects/Consultants**’ shall mean **M/s. NA**

1.1.4 ‘**Site Engineer**’ shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

1.1.5 ‘**The Contractor**’ shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

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

1.1.7 ‘**Engineer**’ shall mean the representative of the SBIIMS/Architect/consultant.

1.1.8 ‘**Drawings**’ shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time ‘Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.1.9 ‘**Specifications**’ shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect/ consultant “Month” means calendar month.

1.1.10 “**Week**” means seven consecutive days.

1.1.11 “**Day**” means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.



## **CLAUSES:**

### **1.0 Total Security Deposit**

Total Security deposit comprise of:

- Earnest Money Deposit
- Initial Security Deposit
- Retention Money

#### **a) Earnest Money Deposit:**

The tenderer shall furnish EMD of **Rs. 2900/-** (Rupees Two Thousand Nine Hundred Only) in the form of Demand draft or banker's cheque drawn in favour of SBI Infra Management solutions Pvt. Ltd., payable at "Bhubaneswar" on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD.

After identifying the L1 vendor EMD of unsuccessful tenderers will be refunded without interest, personally to the vendor against their acknowledgement or shall be sent to their given address within a week by post/courier on request from tenderers. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open for acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

Contractors having registered in MSME/NSIC or any govt agency are not exempted from EMD.

#### **b) Initial Security Deposit (ISD):**

L1 vendor shall submit, 2% of awarded value of work in the form of DD/BC favoring "State Bank of India" payable at Bhubaneswar within a period of 15 days from the date of receipt of confirmation regarding acceptance of tender and EMD obtained in the name of **SBI Infra Management Solutions Pvt. Ltd** shall be returned to them. This is equally applicable to vendors registered in MSME/NSIC of any govt agency.

## **SECURITY DEPOSIT**

Total security deposit shall be 5% of the final value of the work. Out of this 2% of tender value (i.e. tender amount) is in the form of initial security deposit (ISD). Balance security deposit (i.e. 5% of final value of work less 2% of tender value already deposited as ISD) towards the work shall be deducted from the final bill of the work as Retention money. Bank also may deduct total 5% of the final value of the work from Final/running bill and the ISD shall be returned to the L1 vendor. 5% of the retention money shall be paid after the defect's liability period of 1 Year as specified in the contract. The retention money will be interest free.





## **ADDITIONAL SECURITY DEPOSIT**

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank/SBIIMS may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfilment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

No interest shall be paid to the amount retained by the Bank as Security Deposit.

### **2.0 Language Errors, Omissions and Discrepancies**

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

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

### **3.0 Scope of Work**

The contractor shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the SBIIMS /architect/consultant. The SBIIMS/ architect/consultant at the directions of the Bank from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as SBIIMS/Architect's/Consultant's instructions in regard to : the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work, any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof, the demolition, removal and/or re-execution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.

#### **4.0 (i) Letter of Acceptance**

Within the validity period of the tender the SBIIMS shall issue a letter of acceptance either directly or through the architect by registered post/e-mail/speed post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the



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

## **ii) Contract Agreement**

On receipt of intimation of the acceptance of tender from the SBIIMS/Architect the successful tenderer shall be bound to implement the contract and within fifteen days thereof ,he shall sign an agreement in a non-judicial stamp paper of appropriate value(as per the Article of Agreement format earlier given in this document) with SBIIMS.

### **5.0 Ownership of drawings**

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

### **6.0 Detailed drawings and instructions**

The SBIIMS through its architects/consultants shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor shall prepare a detailed programme schedule (i.e. BAR/PERT Chart) indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBIIMS through the Architect/Consultant.

### **7.0 Copies of Agreement**

Out of Six copies, two copies of agreement/tender document duly signed by both the parties with the drawings shall be handed over to the contractors, two copies to SBI and one copy each shall be for the use of SBIIMS and Architect.

### **8.0 Liquidated Damages**

If the contractor fails to maintain the required progress in terms of clause 29 of GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.5% of the final value of work per week subject to a maximum of 5% of the final value of work.

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

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees/workers and shall not employ on the work any unfit person/worker or anyone not skilled in the work assigned to him. Workman whose work or behav-



our is found to be unsatisfactory by the SBIIMS /Architect, he shall be removed from the site immediately.

### **10.0 Permits, Laws and Regulations**

Permits and licences required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws/ labour laws, and ordinances rules, applicable to the contractor. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBIIMS in writing under intimation of the Architect/Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBIIMS any legal actions arising there from.

### **11.0 Setting out Work**

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the architect/consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the architect/consultant the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the SBIIMS.

### **12.0 Protection of works and property**

The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to causes beyond his control.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and relevant building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The contractor shall take insurance covers as per clause 25.0 at his own cost. The policy may be taken in joint names of the contractors and the SBIIMS and the original policy may be lodged with the SBIIMS.

### **13.0 Inspection of Work**

SBIIMS/SBI/Architect/Consultant or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBIIMS /SBI/Architect/Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBIIMS /SBI/Architect/Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance Commission.



#### **14.0 Assignment and subletting**

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the SBIIMS /SBI through the architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

#### **15.0 Quality of Materials, Workmanship & Test**

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with SBIIMS/Architect's instructions and shall be subject from time to time to such tests as the SBIIMS /Architect may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory.

The contractor shall provide such assistance, instruments, machinery, labour and materials.

Contractor to made arrangement of laboratory on site, where weight of various materials like aluminium extrusions etc. can be done, Contractor should also make available a 3.00 meters, 15.00 meters & a 50.00 meters tape, a Vernier Caliper & Micrometer so any measurements/ tests can be taken on sites itself.

##### **(ii) Samples**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the SBIIMS/Architect. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the SBIIMS /Architect the contractor shall proceed with the procurement and installation of the particular material/equipment.

The approved samples shall be signed by the SBIIMS. /Architect for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The SBIIMS/Architect shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/equipment etc. shall be to the account of the contractor.

##### **(iii) Cost of tests**

- a) The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specifications or BOQ.

##### **(iv) Cost of test not provided for**

If any test is ordered by the SBIIMS/Architect which is either:



- (a) If so intended by or provided for or (in the cases above mentioned) is not so particularized or through so intended or provided for but ordered by the SBIIMS/ Architect which is either to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/approved laboratory, then the cost of such test shall be borne by the contractor.

### **16.0 Obtaining Information related to execution of work**

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfilment of contract.

### **17.0 Contractor's superintendence**

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the SBIIMS/Architect may consider necessary until the expiry of the defects liability period, stated hereto.

### **18.0 Quantities**

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements

The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

- ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 21(e) hereof.

### **19.0 Works to be measured**

The SBIIMS /SBI/Architect may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the SBIIMS./SBI/Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the SBIIMS/SBI/ Architect shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book.

The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the measurement book. Should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the SBIIMS/SBI/ Architect shall be final. All authorized extra work, omissions and all variations made shall be included in such measurements.



## **20.0 Variations:**

No alteration, omission or variation ordered in writing by the SBIIMS /SBI/Architect shall vitiate the contract.

In case the SBIIMS /SBI/Architect thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

## **21.0 Valuation of Variations**

No claim for an extra shall be allowed unless it shall have been executed under the authority of the SBIIMS/Architect with the concurrence of the SBI as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause (c) hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the SBIIMS/Architect of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the SBIIMS/Architect shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the SBIIMS /SBI/Architect) the workman's name and materials employed be delivered for verifications to the Archi-



tect/Consultant at or before the end of the week following that in which the work has been executed.

- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the contractor shall submit rates duly supported by rate analysis worked on the “market rate basis” for material, labour, hire/running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor’s overheads and profit. Such items shall not be eligible for escalation.

## 22.0 Final Measurement

The measurement and valuation in respect of the contract shall be completed within **one month** of the virtual completion of the work.

## 23.0 Virtual Completion Certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the SBIIMS/SBI, the contractor shall ensure that the following works have been completed to the satisfaction of the SBIIMS /SBI-

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor’s labour, equipment and machinery.
- b) Demolish, dismantle and remove the contractor’s site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc from the site and the land allotted to the contractor by the SBI and shall clear, level and dress, compact the site as required by the SBI.
- d) Shall put the SBIIMS /SBI in undisputed custody and possession of the site and all land allotted by the SBI.
- e) Shall hand over the work in a peaceful manner to the SBIIMS /SBI.
- f) All defects/imperfections have been attended and rectified as pointed out by the SBIIMS /SBI to the full satisfaction of SBIIMS /SBI. Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/Consultant for the certificate. If the SBIIMS/Architect/Consultant is satisfied of the completion of the work, relative to which the completion certificate has been sought, the SBIIMS/Architect/Consultant shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied. This issuance of a VCC shall be without prejudice to the SBIIMS /SBI’s rights and contractor’s liabilities under the contract including the contractor’s liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the SBIIMS against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.





## **24.0 Work by other agencies**

The SBIIMS /SBI/Architect reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the SBIIMS /SBI. Such work shall be carried out in such manners not to impede the progress of the works included in the contract.

## **25.0 Insurance of Works**

25.1 Without limiting his obligations and responsibilities under the contract the contractor shall ensure in the joint names of the SBIIMS and the contractor against all loss or damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBIIMS and contractor are covered for the period stipulated in clause 27 & 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be effected with an insurer and in terms approved by the SBIIMS which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the SBIIMS/Architect the policy of insurance and the receipts for payment of the current premiums.

## **25.2 Damage to persons and property**

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBIIMS against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to :

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBIIMS /SBI to execute the works or any part thereof, on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.





d) Injuries or damage to persons or property resulting from any act or neglect of the SBIIMS /SBI, their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBIIMS /SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

### **25.3 Contractor to indemnify SBIIMS /SBI**

The contractor shall indemnify the SBIIMS /SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25.2 of this clause.

### **25.4 Contractor's superintendence**

The contractor shall fully indemnify and keep indemnified the SBIIMS/SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBIIMS /SBI in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SBIIMS /SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the SBIIMS/SBI/Architect in this behalf.

### **25.5 Third Party Insurance**

25.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 25 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBIIMS/SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 25 thereof.

#### **25.5.2 Minimum Amount of Third-Party Insurance**

Such insurance shall be affected with an insurer and in terms approved by the SBIIMS /SBI which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the SBIIMS/SBI/Architect the policy or policies of insurance cover and receipts for payment of the current premiums.

The minimum insurance cover for physical property, injury, and death is Rs.5.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.



## **25.7 Accident or Injury to Workmen**

25.7.1 The SBIIMS/SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBIIMS/SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBIIMS/SBI against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

### **25.7.2 Insurance against accidents etc to workmen**

The contractor shall insure against such liability with an insurer approved by the SBIIMS /SBI during the whole of the time any person employed by him on the works and shall, when required, produce to the architect/consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that SBIIMS/SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the SBIIMS /SBI/Architect when required such policy of insurance and the receipt for the payment of the current premium.

### **25.7.3 Remedy on Contractor's failure to insure**

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI as aforesaid and also deduct 15% of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

Without prejudice to the other rights of the SBIIMS/SBI against contractors, in respect of such default, the SBI shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

## **26.0 Commencement of Works**



The date of commencement of the work will be reckoned as the recorded date of handing over site by the SBIIMS/SBI or **7 days** from the date of receipt of Letter of Acceptance/work order from SBIIMS, whichever is later.

### **27.0 Time for completion**

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **2 month (60 days) from the date of commencement**. If required in the contract or as directed by the SBIIMS/Architect, the contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

### **28.0 Extension of Time**

If, in the opinion of the Architect/Consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/Consultant may submit a recommendation to the SBIIMS to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBIIMS through the Architect/Consultant in writing at least 15 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The architect/consultant shall submit their recommendations to the SBIIMS in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the SBIIMS the provision of liquidated damages as stated under clause 8 of GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

### **29.0 Rate of progress**

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the SBIIMS/SBI/Architect. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the SBIIMS /SBI/Architect too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the SBIIMS /SBI/Architect shall thereupon take such steps as considered necessary to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the SBIIMS /SBI/Architect neither shall relieve the contractor from fulfilling obligations under the contract nor he shall be entitled to raise any claims arising out of such directions.

### **30.0 Work during nights and holidays**

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the SBIIMS/SBI/Architect, save when the work is unavoidable or absolutely neces-



sary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the SBIIMS/SBI/Architect. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required and continued with the prior approval of the SBIIMS /SBI/Architect at no extra cost to the SBIIMS/SBI.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance so as to avoid disputes with the neighbours.

### **31.0 No compensation for restrictions of work**

If at any time after acceptance of the tender SBIIMS shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the SBIIMS Architect shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the SBIIMS /SBI/Architect shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less. In case of such stores having been issued from SBIIMS /SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of SBIIMS /SBI/Architect shall be final.

### **32.0 Suspension of work**

- i) The contractor shall, on receipt of the order in writing of the SBIIMS/SBI/Architect (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as SBIIMS /SBI/Architect may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.
  - a) On account of any default on the part of the contractor, or
  - b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
  - c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the SBIIMS /SBI/Architect.

- ii) If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above:



The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

### **33.0 Action when the whole security deposit is forfeited**

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect/Consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBIIMS /SBI.

- a) To rescind the contract (of which rescission notice in writing to the contractor by the Architect/Consultant shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBIIMS.
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the SBIIMS/Architect shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architect/Consultant as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects/ Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBIIMS the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/Consultant/SBIIMS will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

### **34.0 Owner's Right to Terminate the Contract**

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Government and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the SBIIMS /Architect that he is able to carry out and fulfil the contract, and to give security therefore if so required by the SBI.



Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the SBIIMS through the Architect/Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under.

- 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 works for 14 days after receiving from the SBIIMS through the Architect/Consultant written notice to proceed, or
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBIIMS /SBI through the Architect/ Consultant that the said materials were condemned and rejected by the Architect/ Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBIIMS /SBI's or Architect's/Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBIIMS /SBI and or the Architect/Consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect/Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBIIMS/SBI through the Architect/Consultant, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads, use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work 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 persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient to the SBIIMS /SBI or the Architect/Consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the SBIIMS. /SBI sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBIIMS /SBI incidental to the sale of the materials etc.





### **35.0 Certificate of Payment**

Payment will be made as per terms mentioned in the NIT.

- The prices in the Price Schedule shall be exclusive of GST or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- The SBIIMS/SBI shall make all endeavor to make payments within 20-30 days from the date of the receipt of the invoice, to the Contractor.
- All payments shall be made in Indian Currency by means of an Account Payee Cheques/ RTGS/ NEFT only.
- SBIIMS/SBI shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. SBIIMS/SBI shall provide a certificate certifying the deduction so made.
- No payment shall be made in advance nor will any loan from any bank or financial institution be recommended based on the order of award of work.
- Payment will be made as per the actual work done at site based on final measurement. The measurement will be taken in presence of representatives from both SBI/SBIIMS and contractor.

### **36.0 Settlement of Disputes and Arbitration**

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or 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 the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) 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 authorized person of SBI/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 respective Circle/Vice President, SBIIMS , of respective Circle Office, 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 Vendor shall not be entitled to raise any claim nor shall the SBI/SBIIMS be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the V.P of respective Circle, SBIIMS, of respective Circle Office, in the manner and within the time as aforesaid. The Vendor shall be deemed to have waived and extinguished all



his rights in respect of any claim not notified to the respective Circle/Vice President, SBIIMS, of respective Circle Office, in writing in the manner and within the time aforesaid.

ii) The Circle/Vice President, SBIIMS, of respective Circle Office, 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 Circle/Vice President, SBIIMS of respective Circle Office, submit his claims to the conciliating authority namely the Circle Development Officer of respective Circle /C.O.O. SBIIMS, Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai. for conciliation along with all details and copies of correspondence exchanged between him and the SBIIMS.

iii) 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/M.D. & C.E.O. of the SBIIMS for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the Contractor as aforesaid and all claims of the SBI/SBIIMS shall be referred for adjudication through arbitration to the Sole Arbitrator appointed by the Chief General Manager/ M.D. & C.E.O. and who will be an officer not less than the rank of Deputy General Manager of SBI/SBIIMS . 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 /M.D. & C.E.O. of the SBIIMS Such person shall be entitled to proceed with the reference from the stage at which it was let 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/M.D. & C.E.O. of the SBIIMS as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any or any accordance modification or re-enactment thereof and the rules made there under.

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 statement 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 Cost of the reference and of the award 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

### **37.0 Water Supply**

The contractor shall make his own arrangements for water system for execution of work.at his own cost. The cost is to be included in his tender prices. He shall pay all fees and charges required for the water supply and include the same in his tendered rates and hold the owner free





from all such costs. He has to obtain necessary approvals from the appropriate authorities, if required.

### **38.0 Power supply**

The contractor shall make his own arrangements for power and supply/distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost

of running and maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges required for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approvals from the appropriate authorities, if required.

### **39.0 Treasure Trove etc.**

Any treasure trove, coin or object antique which may be found on the site shall be the property of SBI and shall be handed over to the SBIIMS immediately.

### **40.0 Method of Measurement**

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the Bureau of Indian Standards. In the event any dispute/disagreement the decision of the Architect/Consultant shall be final and binding on the contractor.

### **41.0 Maintenance of Registers**

The contractor shall maintain the following registers as per the enclosed format at site of work and should produce the same for inspection of SBIIMS /SBI/Architect/Consultant whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Government from time to time.

### **42.0 Force Majeure**

42.1 Neither contractor nor SBIIMS shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

42.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

42.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the



respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

42.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

### **43.0 Local Laws, Acts, Regulations**

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

- i) Minimum Wages Act, 1948 (Amended)
- ii) Payment of Wages Act 1936 (Amended)
- iii) Workmen's Compensation Act 1923 (Amended)
- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- v) Apprentice Act 1961 (Amended)
- vi) Industrial Employment (Standing Order) Act 1946 (Amended)
- vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- ix) Shop and Establishment Act
- ix) Any other Act or enactment relating thereto, and rules framed there under from time to time.

### **44.0 SAFETY CODE:**

Safety as per annexure given should be followed.

### **45.0 Accidents**

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Architect/Consultant. The contractor shall also report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

### **46. Changes in the constitution:**

The Vendor shall promptly notify SBI/SBIIMS of any changes in the constitution. It shall be open to SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person/s is being director/s or partner/s in the said company / firm, or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its part-



ners or the addition or introduction of any new partners. In case of retirement / death the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### **1.0 Dimensions and Levels**

All dimensions and levels shown on the drawing shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large-scale details shall take precedence over small-scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect / Consultant before proceeding with the work.

### **2.0 Notice of Operation**

The contractor shall not carry out any important operation without the consent in writing from the Architect / Consultant.

### **3.0 Construction Records**

The contractor shall keep and provide to the Architect / Consultant full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

### **4.0 Safety of Adjacent Structures and Trees**

The contractor shall provide and erect to the approval of the Architect / Consultant such supports as may be required to protect effectively all structures and protective guards to trees which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the Architect to protect the trees and structures.

### **5.0 Temporary Works**

Before any temporary works are commenced the contractor shall submit at least 7 days in advance to the Architect / Consultant for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the Architect / Consultant may require in accordance with the conditions of contract at his own cost. The Contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

### **6.0 Work Programme**

As soon as the contract is awarded, a suitable programme of work preferably in the form of Bar Chart shall be drawn up for completion of the different stages of the work, so as to ensure its completion within the allotted period of time. This programme shall be submitted by the contractor in consultation with Architect / PMC or Site Engineer.

### **7.0 Water, Power and Other Facilities**

- (a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary, the contractor has to sink and a tube well / open well and bring



water by means of tankers at his own cost for the purpose. The SBI will not be liable to pay any charges in connection with the above.

- (b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.
- (c) The contractors for other trades directly appointed by the SBI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBI will reimburse the amount on production of receipts.
- (d) The SBI as well as the Architect / Consultant shall give all possible assistance to the contractors to obtain the requisite.
- (e) Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

#### **8.0 Office Accommodation**

- (a) The contractor shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site at their own cost after getting the approval from the Architect / Consultant.
- (b) A site office for the use of SBI / Architect / Consultant shall be provided by the contractor at his own expenses.
- (c) All temporary buildings and facilities as mentioned above shall be removed on completion of the work at any other earlier date as directed by the Architect / Consultant.

All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expenses shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.

#### **9.0 Facilities for Contractor's Employees**

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

#### **10.0 Lighting of Works**

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

#### **11.0 Fire Fighting Arrangement**

- (i) The contractor shall provide suitable arrangement for firefighting at his own cost. For this purpose, he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with stand and some with water. These equipment's shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- (ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following: -



- (a) Proper handling, storage and disposal of combustible materials and waste.
- (b) Work operations which can create fire hazards.
- (c) Work operations which can create fire hazards.
- (d) Type, number and location of containers for the removal materials and rubbish.
- (e) Type, size, number and location of the fire extinguishers or other firefighting equipment.
- (f) General housekeeping.

#### **12.0 Site Order Book**

A site order book shall be maintained at site for the purpose of quick communication between the Architect / Consultant. Any communication relating to the works may be conveyed through. Records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall be carefully maintained and preserved by the contractor and shall be made available to the Architect / Consultant as and when demanded.

Any instruction which the Architect / Consultant may like to issue to the contractor may like to bring to the Architect / Consultant two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for their record.

#### **13.0 Temporary Fencing / Barricading**

The contractor shall provide and maintain a suitable temporary fencing / barricading and gate at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the Architect / Consultant and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

#### **14.0 Site Meetings**

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the Architect / Consultant.

#### **15.0 Disposal of Refuse**

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the Architect / Consultant at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other offsite activities borrow pits has been properly disposed off.

#### **16.0 Contractor to verify site measurement**

The contractor shall check and verify all site measurements whenever requested by other specialist contractors or other sub-contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

#### **17.0 Displaying the name of the work**

The contractor shall put up a name board of suitable size as directed by the Architect / Consultant indicating therein the name of the project and other details as given by the Architect / Consultant at his own cost and remove the same on completion of work.



#### **18.0 Approved make**

The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized agency for the waterproofing anti-termite, aluminium doors and windows and any other item as specified in the tender. The Architect / Consultant may approve any make / agency within the approval list as given in the tender after inspection of the sample / mock up.

#### **19.0 Procurement of Materials**

The contractor shall make his own arrangements to procure all the required materials for the work. All wastage and losses in weight shall be to the contractor's account.

#### **20.0 Excise Duty, Taxes, Levies etc.**

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees cess or charges in respect of the works including but not limit to sales tax, tax on works contract excise duty, and octroi, payable in respect of materials, equipment plant and other things required for the contractor. All of the aforesaid taxes' duties, levies, fees and charges shall be to the contractor's account and the SBI shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim amount on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statute or law during the currency of contract the same shall be borne by the contractor. GST shall be paid extra as applicable by Bank.

#### **21.0 Acceptance of Tender**

The SBI shall have the right to reject any or all tenders without assigning any reason. They are not to bound to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the SBI. However adequate transparency would be maintained by the SBI.

#### **22.0 Government and Local Rules**

The contractor shall conform to the provisions of local Byelaws and Acts relating to the work and to the Regulation etc. of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give shall notices required by said Act, Rules, Regulations and Byelaws etc. and pay all fees payable to such authority / authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. and shall indemnify the Owner against such liabilities and shall defend all actions arising from such claims or liabilities.

#### **23.0 Possession Prior to Completion**

The Owner shall have right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be an acceptance of any work not completed in accordance with the contract Agreement.

#### **24.0 Tools, Storage of Materials , Protective Works and Site Office Requirements**

The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.

The contractor shall provide at his own cost all artificial light required for the work and to enable other contractors and sub-contractors to complete the work within the specified time.



The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc. required.

The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these convenience.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cistern, water tanks etc. used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the owner against any breach of rules in respect of anti-malarial measures.

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed or upon any boarding gantry, building structure other than those approved by the Owner.

Protective Measure: The contractor from time to time of being placed possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

Contractor shall indemnify the Owner against any possible damage to the building, Roads, or members of the public in course of execution of the work.

The contractor shall provide necessary temporary enclosures, gates, entrances etc. for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

Storage of Materials: The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of materials etc. and other work that may be executed on the site including the tools and materials of nominated sub-contractors and remove same on completion.

Cement go down shall be constructed for storing six weeks' requirement of cement and stored as per norms with a stack of 10 bags each and 2 feet opening all-round with 2 feet passage of each stack. Structure shall be waterproof from all the sides & top. Cement should be stored one foot above the ground level and have pucca raised floor.

So also, reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

Tools: Theodolite, levels prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contract as instructed by the Site Engineer.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement and shall be supplied by the contractor.

The masons and the supervisors on the works shall carry with them always a one metre or two metre steel tape, a measuring tape of 30 metres, a spirit level., a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc. by nominated sub-contractors for their work.

## **25.0 Datum**





The average ground level will be considered as the crown of the nearest Road, which should be taken as "Datum" which is however, subject to final confirmation by the Owner / Architects. All levels shown in the drawings are to be strictly adhered to.

## **26. Benches**

The contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times.

These benches will consist of Sal wood post of adequate length and minimum diameter 75 mm to be driven in the ground at suitable distance as directed encased with brickwork. The wire nails will be driven on the top of Sal wood post on the centre lines of columns, walls, inside and outside faces of foundations trenches, in order that lines may be stretched between the benches and accurate intersection of excavation. Centre line of walls, columns etc. may be clearly indicated and checked at any time if it is so required.

## **27. Removal of Improper work**

The Owner shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Owner Architects are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions.

In case the contractor refuses to comply with the order the Owner shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Owner/Architects shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Architects shall relieve the contractor from his liability in respect of unsound work or bad materials.

## **28.0 Dismissal of Workmen**

The contractor shall on the request of the Bank immediately dismiss from works any person employed thereon by him, who may in the opinion of the Bank be unsuitable or incompetent or who may misconduct himself. Such discharges shall be the basis of any claim for compensation or damage against the Owner or any of their officer or employee.

## **29.0 Concealed Work**

The contractor shall give not less than 5 days' notice to the Bank / Architect whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial. In default whereof the same shall, at the opinion of the Bank / Architect be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the Bank / Architect shall be accepted as correct and binding on the contractor.

## **30.0 Substitution**

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Bank / Architect in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the SBI/MS/Bank / Architect has been obtained in writing.

## **31.0 Preparation of Building works for Occupation and Use of Completion**

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Owner that he has completed the work and it is ready for inspection.





On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, staircases and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Owner.

**32.0 Defects after Completion**

The contractor shall make good at his own cost and to the satisfaction of the Owner all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default the Owner may employ and pay other persons to amend and make good such damage, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Owner or may be deducted by the Owner, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under Clause No. 1.(c) together with any expenses the Owner may have incurred in connection therewith.

**33.0 Idle Labour**

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

**34.0 Guarantee for the Specialised Works**

Wherever provision for submission of a guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main contractor engaged for the work. The guarantee shall be furnished on a non-judicial stamp paper of appropriate value. If the contractor is required to submit guarantee / guarantees for any item / items for a period of more than 12 months, the guarantee/guarantees in case of those items shall remain valid even after expiry of the defect liability period of 12 months as stipulated in the contract.

**35.0 Declaration**

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Technical Specifications and understood the same particularly the contents of the Performance Guarantee Bond and on the basis of the same I/We quoted our rates in the schedule of quantities attached with the tender documents.

I/We shall also uniformly maintain such progress with the work, as may be directed by the Owner/Architects to ensure completion of same within the target date as mentioned in the tender document.

\_\_\_\_\_  
Signature of Tenderer

Address:

Witness :

1) \_\_\_\_\_

2) \_\_\_\_\_

Dated : \_\_\_\_\_



**APPROVED LIST OF MATERIALS FOR WORKS**

<b>S. N.</b>	<b>MATERIALS</b>	<b>APPROVED MANUFACTURERS</b>
1		
2		
3		
4		
5		
6		
7		
8		
17	Speakers	i) BOSCH



- Note:** -
- 1) The contractor should obtain prior approval from SBIIMS/ Consultants before placing order for any specific materials SBIIMS may / delete any of the makes or brands out of the above list.
  - 2) All materials should conform to relevant standards and codes of BIS. Materials with I.S.I. mark shall be used duly approved by the SBIIMS Engineer/Architect.
  - 3) Any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the SBIIMS. The same will not be considered for payment.
  - 4) Any additional item as per BOQ specifications or as per the instructions of the bank / Consultants. Any of the above items / other items if any will be as approved by the Consultants & Engineer-in-charge.
  - 5) All Light Fixtures, Modular Switches & Sockets, Fans, Exhaust Fans & other fittings samples shall be approved by the Client / Architect / Consultant before placing order to the Light Fixture Vendor / Supplier.

**Signature of contractor With Seal**



To,  
 The Circle Head  
 Circle Office,  
 SBI Infra Management Solutions Pvt. Ltd.,  
 SBI Local Head Office, 4Th Floor,  
 III/1 Pandit Jawaharlal Nehru Marg,  
 Bhubaneswar- 751001

Dear Sir,

**TENDER FOR CONSTRUCTION OF CASH PROCESSING ROOM AT SBI BARGARH UNDER R&DB RBO SAMBALPUR**

Having examined the terms & conditions, drawings, specifications, design relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the quotation, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum on the item rate basis mentioned in the attached schedule and in accordance in all respect with the specifications, design, drawings and instructions in writing referred to in conditions of Tender, conditions of contract and with such conditions so far as they may be applicable.

**MEMORANDUM**

(a)	Description of work	<b>CONSTRUCTION OF CASH PROCESSING ROOM AT SBI BARGARH BRANCH UNDER R&amp;DB RBO SAMBALPUR</b>
(b)	Earnest Money	<b>Rs. 2900- (Rupees Two Thousand Nine Hundred Only)</b> by means of Demand Draft / Pay Order from any scheduled Nationalized Bank drawn in favour of “ <b>SBI Infra Management Solutions Pvt. Ltd.</b> ” and payable in “ <b>Bhubaneswar</b> ”.
(c)	Time allowed for completion of work from the date of issue of work order.	30 Days from the date of commencement as per tender.

Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBIIM, the amount mentioned in the said conditions.

I/we have deposited Demand Draft / Banker’s Cheque / FDR for a sum of Rs 3600 /- as Earnest money deposit with the SBI Infra Management Solutions Pvt. Ltd. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.

We understand that as per terms of this tender, the SBIIMS may consider accepting our tender in part or whole or may entrust the work of various buildings/branches/items **proposed** in phases. We,



therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank/SBIIMS deciding to drop any of the Branch /items from the scope of work of this tender at any stage during the contract/execution period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within the stipulated time limit without any extra claim for price escalation.

As when ask by the SBIIMS/Bank, I/we shall submit the supporting technical data sheet, specification and make of the items as per the BOQ.

We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period.

I / We have not made any modification / corrections / additions /deletions etc. in the PQ/Tender documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded PQ/Tender documents from the original and / or any documentation, SBIIMS Pvt. Ltd. on behalf of SBI shall have the absolute right to disqualify / reject our Tender and also debar me / us in participating in any future tenders of SBIIMS/SBI without any prior intimation to me / us.

I/We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity

I / We hereby understood and accordingly confirm that all Tender documents along supporting documents/annexures etc. are required to be submitted by us strictly in the prescribed format only. In case, the Bid/documents submitted by us along with this tender is found in any other formats and not complying this condition, we hereby authorize the SBIIMS/SBI to summarily reject our tender for which we shall not make any protest.

Yours faithfully,

Signature of contractor  
With Seal



Annexure

**Declaration-cum- Certificate on the letter head of bidder regarding restrictions on procurement from bidders from a country or countries, on grounds of defence in India, or matters directly related thereto, including national security**

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

I/We, the bidder (Specify full name -----) certify that we are NOT from such a country OR, if from such a country, has been registered with Competent Authority.

I/We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

(Signature of Authorised Signatory along with Seal)

Name of authorised signatory:

Designation of Authorised signatory:

List of Evidences enclosed:

1. Copy of certificate of valid registration with the Competent Authority (Score out if not applicable)
2. -----
3. -----
4. -----

Date:

Place:



The measurements on the basis of which the above entries for the bill No. \_\_\_\_\_ were made have been taken jointly on (date) \_\_\_\_\_ and are recorded at pages \_\_\_\_\_ to \_\_\_\_\_ of measurement /sheet \_\_\_\_\_ book No. \_\_\_\_\_.

Dated

Signature of Contractor

\_\_\_\_\_

The work recorded in the above-mentioned measurements has been verified at the site satisfactorily as per tender drawings, conditions and specifications.

Signature of Project Engineer SBIIMSI

Designation:

Dated:





## **SAFETY CODE**

### **SAFETY MEASURES AT SITE:**

1. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
2. First Aid Box should be kept at site with all requisite materials.
3. No one should be allowed to inspect / work at a height without Safety Belt.
4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
5. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
6. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.
8. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder upto and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.
9. Adequate precautions shall be taken to prevent danger from electrical equipment. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.
10. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth



of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

11. Before any demolition work is commenced and also during the process of the work: -
  - a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected.
  - b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
  - c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
  - d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
  - e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - f) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
  - g) Those engaged in welding works shall be provided with Welder's protective eye-shields.
  - h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - i) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.
12. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions: -
  - a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.
  - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.
  - d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
  - e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - f) Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.
  - g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, rubber footwear etc.



Address:  
Signature of Tenderer:  
Date:

\_\_\_\_\_

**TECHNICAL SPECIFICATION CIVIL/Electrical/ Furnishing etc works)**

Concerned engineer shall specify the specification related to the work

**PROPOSED BRANCH LAYOUT**

Concerned engineer shall attach layout plan and other details related to the work

**Bill Format**

I.no	Description	Ten qty	Unit	Unir tender Rate	Ten Amt	Act Qty	Act Amt
				<b>Total</b>	<b>Tender sum</b>		

**I -- RUNNING A/C BILL**

- (i) Name of the Contractor / Agency :
- (ii) Name of Work :
- (iii) Sr. No. of this Bill :
- (iv) No. and date previous bill :
- (v) Reference to Agreement No. :
- (vi) Date of written order to commence :
- (vii) Date of completion as per agreement :

Sl. No.	Item Description	Unit	Rate (Rs.)	As per tender	
				Qunty.	Amount (Rs.)
1	2	3	4	5	



Up to Previous R/A Bill		Upto Date (Gross)		Present Bill		Remarks
Qunty.	Amount (Rs.)	Qunty.	Amount (Rs.)	Qunty.	Amount (Rs.)	
6		7		8		9

- Note :
1. If part rate is allowed for any item, it should be indicated with reasons for allowing such a rate
  2. If adhoc payment is made it should be mentioned specially

\_\_\_\_\_  
Net value since  
Previous bill

### III - C E R T I F I C A T E

The measurements on the basis of which the above entries for the Running Bill No. \_\_\_\_\_ were made have been taken jointly on \_\_\_\_\_ and are recorded at pages \_\_\_\_\_ to \_\_\_\_\_ of measurement book No. \_\_\_\_\_

\_\_\_\_\_  
Signature and date of  
Contractor

\_\_\_\_\_  
Signature and date of  
Architect's representative

\_\_\_\_\_  
Signature and date of  
Site Engineer

The work recorded in the above mentioned measurements has been done at the site satisfactorily as per tender drawings, conditions and specifications.

\_\_\_\_\_  
Signature of Architect

\_\_\_\_\_  
Signature of Site Engineer / Bank's Engineer



### Details of Insurance Policies

Type of Policies	Name of Insurance	Amount (Rs.)	Policy No.	Validity
------------------	-------------------	--------------	------------	----------

CAR Policy including  
3rd Party Liability

Workmen's Compensation

---

#### Remarks :

1. This is only on-account payment and is not to be interpreted either as approval of work materials brought or affixed at site or for that matter approval of any sort
2. The quantum of work done, and materials delivered at site have been certified by .....
3. Should you wish to audit such work, kindly contract the undersigned and oblige.

Architects



## PROFORMA OF HINDRANCE REGISTER

Name of Work : \_\_\_\_\_ Date of start of work : \_\_\_\_\_  
Name of Contractor : \_\_\_\_\_ Period of completion : \_\_\_\_\_  
Agreement No. : \_\_\_\_\_ Date of completion : \_\_\_\_\_

Sl. No.	Nature of hindrance	Date of occurrence of hindrance	Date of which hindrance was removed	Period or hindrance	Signature SE/PE	Remarks
1	2	3	4	5	6	7

SE = Site Engineer

PE = Project Engineer

Place : \_\_\_\_\_

Date : \_\_\_\_\_



**PROFORMA OF REGISTER OF MATERIAL AT SITE ACCOUNT**

Name of Work : \_\_\_\_\_ Name of Article : \_\_\_\_\_  
 Name of Contractor : \_\_\_\_\_ Estimated Requirement : \_\_\_\_\_  
 Agreement No. : \_\_\_\_\_ Issue Rate : \_\_\_\_\_

Sl. No	Date of Receipt	Received form / issued to (with)	Receipt	Issue	Balance	Initials of Contractors	Initials of Bank's / Architect's Representative	Remarks

**PROFORMA FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME**

1. Name of the Contractor
2. Name of the works as given in the Agreement
3. Agreement WO
4. Tender Amount
5. Date of Commencement of Work
6. Period allowed for completion as per agreement
7. Date of completion as per agreement
8. Period for which extension of time has been given

Date      Month      Year

- (a) 1st extension vide Bank's Letter No.
- (b) 2nd extension vide Bank's Letter No.
- (c) 3rd extension vide Bank's Letter No.
9. Reasons for which extensions have been previously given (copies of the previous applications should be attached)
10. Period for which extension is applied for and the reasons thereof including hindrances time for extra work assigned, if any etc.

Signature of Contractor





**LIST OF MATERIALS FOR APPROVED BRAND AND / OR MANUFACTURER**

1	Block Board, Ply, MDF Flush door	Kit ply, Century, Mayur ply, Green
3	Door Frame	Sal wood 2nd class
4	WPC door frame, door,	Black Cobra, SNG, Kitply
5	Gypsum ceiling	India Gypsum, Saintgobain,
6	Grid ceiling	Armstrong, Saingobain, Daikin
7	Auto Closing Hinges,	Ebco, Godrej, Link, Hettich
8	Multipurpose Lock	Ebco, Dorset, Godrej
9	Paint, Primer, Putty	Asian Paints, Berger paints, Nerolac
10	PVC KBT, Sliding channels	EBCO, Godrej, Hettich,
11	Hinges	Doorset,
12	Concealed drawer hand;es	Ebco/ Equiv
13	Plumbing materials	Hindware, Parryware, Cera, Jaquar
14	GI pipes	Jindal/ TATA, Prakash
15	Upvc, PVC,CPVC pipes	Supreme, Ashiwad, Oriplast, Finolex
16	Cement	PPC/ PSC as available
17	Tiles	Johnson, Nitco, Kajaria, Somany, Varmora
18	Tile adsives, Tile grouts	Balendura, Fosroc, Sika,
19	Construction cjemicals	Fosroc, Sika, Ultratech, DR Fixit, STP
20	Corian Solid surface	Du Point, Marino, LG, Green
21	Bricks	Fly ash bricks
22	GI Channels	Jindal, saint gobai, India Gypsum
23	Upvc window	Proline, Kommerling, Winframe, Wintech
24	Glass	Modi, Saingobain, Asahi,
25	Al section	Jindal / equiv
26	Miscellaneous materials	Engineer's Discretion

**Note:-**

- 1) Bank / Architects reserve the right to insist contractor for use of any specific brand / make etc.
- 2) In case any materials are not available from the above brands, Bank / Architect will suggest names of other brands / manufacturers and contractor will have to abide by the same.



**ESTIMATE FOR CONSTRUCTION OF CASH PROCESSING ROOM AT SBI BARGARH  
INTERIOR FURNISHING WORK**

No	Description of work	Unit	Qty	Rate	Amount
1	P&F 35mm thickness MR grade flush door finished with 6mm thick teak wood lipping on all edges duly polished, three SS Hinges for each door, one door stopper, one mortise lock combo set per door finished with 1mm thickness laminates on both sides of approved shade and colour (solid and glazed with 5.5mm thickness float glass). Make: Kitply/ Mayor/Sylvam as approved, Hinge: Dorset/ equiv, Lock: Godrej/ Dorset.	<i>sqm</i>	10.00	4723	47230
2	P&F door closer two speed of Godrej/Dorma/Ebco/Dorset as approved with all accessories to the doors.	<i>No</i>	4.00	1500	6000
3	P/F Cash processing table 4'x2'x2'6" without side unit Made with 19mm MR grade BB in table top, sides with one drawer unit (400x450x150mm) and one cup board with shutter. Edges shall be finished with teak wood beading 6mm thick polished for smoothness. Drawers shall be finished with lipping polished. Ply: MR KIT-PLY/Mayoor/Century/ Sylvam / Green, and laminate: Green/ Marino/ Century/Kit ply as approved.	<i>No</i>	2.00	10000	20000
4	Storage units 450mm deep: Made with 19mm MR grade Block board on all five sides and 6mm backing ply. Vertical separators shall be provided at each 3' Centres with door leaf of each shutter of 18" wide supported by auto closing hinges. All inside surface shall be finished with 0.80mm thick laminate. Exposed surface including shutter edges shall be finished 1mm laminate of approved shade. Hardwraes like locks, handles shall be provided. Make: Mr Ply: Kit ply/Century/green/mayoor, Laminate: Kit ply/century/green/ Marino; Hardware Godrej/ebco/ Hettich as approved Make:	<i>Sqm</i>	2.00	7500	15000
5	P&F 12mm thick Toughened glass partition with patch fittings at floor, top and side walls for full height Cabins, main entrance doors and other locations as directed by engineer. The glass shall be Saint Gobain / TATA while patch fittings shall be Godrej/ Ebco/ Dorma/ equiv. The glass panels shall be rigidly fixed to walls, floors and ceiling runners in proper alignment.	<i>Sqm</i>	6.00	4000	24000
6	Full height and Low height Partition: (70mm thick) Providing and fixing solid and glazed partition made with GI Channel section 50mmx25mmx0.55mm thick spaced at 600mmx600mm grid and duly finished with 9.9mm MR grade ply and 1mm thick laminate (colour & shade approved by engineer as solid/ teak wood / texture premium quality on each side. The frame shall be properly anchored at true ceiling, wall/ column sides and floor with long screws at 900mm centres. The glass panel shall be 5.5 to 6 mm thick duly supported by 9.9mm MR ply and finished with laminate. Make: GI section Jindal/ Saint Gobain/ India gypsum, MR ply: Century/ Green/ Kit ply/Mayoor, Laminate: Century/ Green/ Kit ply/ Marino as approved	<i>Sqm</i>	60.00	2696	161760
7	Dismantling all existing counters, full and low ht partitions, glass panels, tables, etc and buy back these items including disposal of items etc and cleaning the premises	<i>Job</i>	1.00	15000	15000
				Total	2,88,990

(Rupees Two Lakh Eighty-eight Thousand Nine Hundred Ninety Only)

**\*\*Bidder have to quote Percentage Rate Bidding system in online tendering against estimated Item rate mentioned above.**



### **Instruction for filling up online price bid in Percentage Bid system**

- The intending bidders has to quote their offers in terms of "specific Percentage numerical value" (only up to two decimal places) above (+) / below (-) / at par with the Total Estimated Cost published for the project, he will be willing to execute the work.
- After taking into account the Percentage Rebate/Addition Offered by all the bidders over the Estimate Cost, "Net Tender Value" of each bidder shall be evaluated by the online system itself and the bidder offering Lowest Tender shall be declared as "Successful Bidder"
- The "Percentage Offer" shall be uniformly applicable to each and every item including all sections/sub sections/sub heads of the Tender.
- In case, the Lowest Tendered Amount of two or more contractors is same, such lowest contractors will again be asked to submit sealed / online .Revised + Percentage (%) offers" on the original Estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted shall, in no case, be higher than the percentage quoted during their initial offer for the project. The lowest tender shall be decided on the basis of revised offers.
- The process of online re-bidding amongst Two or more contractors offering same rates shall continue till L-1 bidder is discovered.
- In case, any of such contractor(s) (quoted same tender amount during initial bidding or subsequent re-bidding) refuses to submit revised offer, it shall be treated as "withdrawal of tender' by the Contractor before acceptance. The earnest money of such contractors shall be forfeited.
- In case all the lowest contractors those have quoted same tendered amount, refuse to participate in online revised bidding process for the project, the EMD of such Contractors shall be forfeited and the tenders shall be re-invited for the project.
- The Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process for the said project.
- Contractors/bidders submitting unreasonably low offers i.e. below 10% or more of estimated cost, Additional Security Deposit (equal to difference in estimated cost vis-à-vis final tender amount quoted) has to be submitted by the bidder.