



PART – A: TECHNICAL BID

TENDER FOR PROPOSED CIVIL WORKS
FOR STATE BANK OF INDIA ADMINISTRATIVE OFFICE,
URBAN ESTATE PHASE-II BATHINDA, PUNJAB

TENDER SUBMITTED BY :

NAME : _____

ADDRESS : _____

MAIL ADDRESS : _____

NANE & PHONE NO.
OF CONTACT PERSON : _____

**THE DEPUTY GENERAL MANAGER,
STATE BANK OF INDIA, ADMINISTRATIVE OFFICE,
LAKSHYA BUILDING IST FLOOR AMRIK SINGH ROAD,
BATHINDA – 151001
Email: cmgb.zobtd@sbi.co.in
Mob: 9050621234**

**Architects:
DESIGN INNOVATIONS & CONSTRUCTORS
445, URBAN ESTATE PHASE II
BATHINDA
designinnovation.11@gmail.com
Mob:9815481651**

NOTICE INVITING TENDERS

Sealed tenders (two envelope system) are hereby invited on behalf of **The Deputy General Manager, State Bank of India Administrative office, Lakshya building 1st floor Amrik Singh Road, Bathinda – 151001** from the **SBI empanelled Contractors at SBI LHO Chandigarh of appropriate category** for carrying out Civil works at **State bank of india Administrative office, Urban Estate Phase-II Bathinda. (Punjab)**

The only Empaneled Contractors are eligible to participate in this tender.

Concepts of the tender are as under:

Part-1: Technical bid and Bid Security declaration and Part-2 Indicative commercial/price bids for captioned work shall be enclosed in two separate envelopes super-scribed with the respective contents (Technical Bid & Commercial Bid respectively) to be submitted on the same date and time. Subsequently, **E-reverse auction** will be conducted online as per the schedule given below:-

The details of tender are as under:

SN	Particulars	Details
1	Name of work	Civil works for State Bank Of India, State bank of india Administrative office, Urban Estate Phase-II Bathinda. (Punjab)
2	Nature of Work	: Civil work
3	Estimated Value of work	Rs.2,55,55,125 (Two crore fifty-five Lac fifty five Thousands and one hundred twenty five Only)
4	Time allowed for completion	: 180 Days from Award of Work
5	Bid Security Declaration	Bid security declaration form Annexure-I shall be submitted along with tender document
7	Last date & time for submission of Technical Bid, Indicative Price Bid and Bid Security declaration	: 24-11-2021 on or before 1.00 pm. Note: It is sole responsibility of the bidder to ensure submission of their Tender documents along with Bid Security Declaration form by stipulated date and time at specified address failing which they will not be eligible to participate in Tendering process.
	Date and Time of opening of Tender Document	: 24-11-2021 at 2:00 pm. Or as notified
8	Date and Time of opening of e-Reverse auction price bid (Only for technically qualified contractors)	The short listed bidders after technical evaluation stage will participate in reverse auction conducted by M/s. e-procurement Ltd. Ahmadabad. <ul style="list-style-type: none">• Date for reverse auction training: To be advised.• Date and time of reverse auction: To be informed later.
9	Address at which the tenders are to be submitted	Hard copy of tender document (Technical and price bid) duly signed and stamped in a sealed covered and super scribed “ Tender for Civil work in Administrative office, Urban Estate phase-II Bathinda. ” to be submitted at Deputy General Manager State Bank of India, Administrative office, lakshya building 1st floor Amrik Singh Road, Bathinda Mob: 9050621234

10	Defect Liability/ Warranty period	1-year from the date of installation for free replacement for any manufacturing defect (excluding damages due to natural calamities).
11	Liquidated Damages	0.50 % per week subject to max. 5% of contract amount for delay in completion of work.
12	Validity of offer	120 day from the date of opening of Price-bid
13	Value of Interim Certificate	Rs. 42.0 Lakhs . No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances
14	Performance Security/Guarantee	Performance/Financial Bank Guarantee for an amount equivalent to 3 % of the value of contract within 3 days from the date of issue of work order. The Bank guarantee will be valid for a period of 6 months or such other extended period as the Bank may decide for due performance undertaken by the successful bidder. Annexure-V
15	Additional security Deposit	In case L-1 bidder quotes abnormally low rates (i.e. 7.5 % 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 fulfillment 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 be 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.

16. The Contractor/ Vendor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer are liable to be rejected.

17. For any clarifications regarding E-Reverse Auction procedure, System requirements etc. please contact M/s e-Procurement Technologies Limited, Ahmedabad, whose address is mentioned in the NIT.

18. No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the price-bid.

19. The SBI reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

20. 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.

Yours faithfully,

DESIGN INNOVATION & CONSTRUCTORS

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

Civil works for State Bank Of India , Administrative office , Urban Estate Phase-II Bathinda. (Punjab)

2.0 Tender documents

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

- Instructions to tenderers
- General conditions of Contract
- Special conditions of Contract
- Price bid

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

- a. Price Bid
- b. Technical specifications
- c. Special conditions of contract
- d. General conditions of contract
- e. Instructions to Tenderers

2.3 The tender documents are not transferable.

3.0 Site Visit

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data that 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 shall be solely responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 Bid Security Declaration

4.1 The tenderers are requested to submit the bid security declaration form as per **Annexure-I** in lieu of Earnest Money Deposit (as per instruction of govt. of India Memorandum note no F.9/4/2020-PPD Dated 12 Nov. 2020).

5.0 Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective Region/office of SBI within 7 days from the receipt of intimation of acceptance of the tender by the SBI. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

6.0 Completion Period

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **180 day** from the date of award of work.

7.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period of 120 day from the date of opening price bid. If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not acceptable to Bank without prejudice to any other right or remedy the Bank shall act accordingly to the Bid Security declaration (as per instruction of Govt. of India office Memorandum note No. F.9/4/2020-PPD Dated 12 Nov. 2020).

8.0 Liquidated Damages

The liquidated damages on account of delay shall be 0.50% of Cumulative Awarded value per week subject to a maximum of 5% of Cumulative awarded contract value or actual Invoice Value.

9.0 Rate and prices:

9.1 In case of item rate tender

9.1.1 The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. 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.

9.1.2 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/ Vendor would be paid accordingly.

9.1.3 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 **SBI**.

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

10.1.2 Each page shall be totaled and the grand total shall be given.

10.1.3 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies during the currency of contract including authorized extension, if any, but excluding GST, which shall be mentioned in the bills/invoices separately, as applicable.

10.1.4 The SBI reserve their rights to accept any tenders, either in whole or in part or may entrust the work in phases or may drop the part scope of work at any stage of the project within its sole discretion without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

10.1.5 In case, it is decided by the SBI to drop one or more Items from the scope of work at any stage of the project, the Contractor/ Vendor shall not be entitled to raise any claim /compensation for such deleted scope of work. Also, the SBI may consider issuing work order for various branches/offices in phases but within a reasonable time interval

and the Contractor/ Vendor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.

ANNEXURE - I

Dated: - _____

FORMAT OF BID SECURITY DECLARATION FROM BIDDER IN LIEU OF EMD

To,

**The Deputy General Manager
State Bank of India
Administrative office.
Amrik Singh Road,Bathinda**

**Sub:- Bid Security Declaration for Civil works for State Bank of India, Administrative office ,
Urban Estate Phase-II Bathinda. (Punjab)**

I/We. The undersigned, on behalf of _____ (organization name) declare that:

I/We understand that, according to conditions of the tender, bids must be supported by a Bid Security Declaration. We accept that I/We may be disqualified from participating in current as well any future bid under the scheme for a period of 12 months from the date of such disqualification by SBI. We understand that such disqualification will be on account of our being in breach of any obligation under the bid conditions, as under

- a) Having withdrawn/modified/amended, impairs or derogates from the tender, our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by SBI during the period of bid validity
 - (i) fail or refuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or(ii) thirty days after the expiration of the validity of my/our Bid.

**Signature and seal of authorized signatory of bidder
Name of Authorized signatory:**

LETTER OF UNDERTAKING
(Annexure II)

To,

The Deputy General Manager
State Bank of India
Administrative office.
Amrik Singh Road, Bathinda

Dear Sir,

Having examined the drawings, specification, design and schedule of quantities 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 as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of work	TENDER FOR PROPOSED CIVIL WORKS FOR STATE BANK OF INDIA , ADMINISTRATIVE OFFICE , URBAN ESTATE PHASE-II, BATHINDA (PUNJAB)
(b)	Bid Declaration	Bid security declaration form annexure-I shall be submitted along with tender document
(c)	Time allowed for completion of the Works from Seven day after the date of written Order or date of handing over of the site (Whichever is later) to commence the work	180 day

- 1) 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 may be applicable or in default thereof to forfeit and pay to SBI, the amount mentioned in the said contract.
- 2) I/ We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the various work proposed in phases. We, therefore, undertake that we shall not raise any claim/ compensation in the eventuality of Bank deciding to drop any of the work from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within stipulated time limit without any extra claim for price escalation as also provided for in the clause of "Instructions to Tenderers" of this tender.
- 3) I/ 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 including authorized extended contract period, if any.

Yours faithfully,
Signature of Contractors.

SAMPLE BUSINESS RULE DOCUMENT

BUSINESS RULE DOCUMENT OF ONLINE E-REVERSE AUCTION FOR TENDERS FOR STATE BANK OF INDIA, ADMINISTRATIVE OFFICE , URBAN ESTATE PHASE-II BATHINDA..

BUYER NAME	STATE BANK OF INDIA
AUCTION TO BE CONDUCTED BY	M/s e-Procurement Technologies Ltd. B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Phone: +91 79 61200 Auction Website: https://etender.sbi
DATE & TIME OF AUCTION (Date and Time of E- reverse auction to be intimated after opening of technical bid)	Online Auction Date : Auction Time : One hour (With 3 extensions of 10 min each)
DOCUMENTS ATTACHED	(A) Business rules for Reverse Auction (B) terms & conditions of Reverse Auction (C) Annexure -I (D) Process Compliance Statement (AnnexureII) (E) Price Confirmation Letter (AnnexureIII) (F) Price break up (AnnexureIV)
SPECIAL INSTRUCTIONS	Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither the Service Provider nor SBI will be responsible for any lapses /failure on the part of the Contractor/Vendor, in such cases

Important Note: As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for an e Procurement application is generated on a new algorithm, SHA2. Also, the Digital Signature Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant.

For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista /Windows7orapplicableversionstobeinstalledintheirrespectivePC/Laptop.IncaseofWindowsXP service pack 3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.auctiontiger.net just below the label of "Download".

(A) Business rules for Reverse Auction:

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI may resort to "REVERSE AUCTION PROCEDURE" i.e. ON-LINE BIDDING on INTERNET.

2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
3. SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
4. SBI will in form the Contractor/Vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.

5. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
6. Contractor/Vendors have to send the mail the compliance for min the prescribed format (provided by service provider) before start of Reverse auction. Without this the Contractor/ Vendor will not be eligible to participate in the event.
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to mail the duly signed filled-in prescribed format as provided on case-to-case basis to SBI through service provider within 24 hours of auction without fail.
10. In case SBI decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBI shall be opened as per SBI standard practice.
11. The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) Terms & conditions of Reverse Auction:

SBI shall finalize the procurement of the item against this Tender through reverse auction mode. SBI has made arrangement with M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) who shall be 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 Reverse auction shall be conducted by SBI, on pre-specified date, while the Contractor/ Vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractor/Vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent. Situation bidders are requested to make all the necessary arrangements/alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of Contractor/ Vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and SBI is not responsible for such eventualities.
2. ETL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the Reverse Auction. 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 currency & Unit of Measurement will be displayed in Online Auction.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by State Bank of India.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. At the end of the reverse auction, bidder has to provide the price confirmation letter & a detail break up for his lowest offer within 24 hour of closing of auction as per the Annexure III & IV respectively.
7. Procedure of Reverse Auction:
 - i. Online English Reverse(noties) Auction {Reverse Auction}:
 - OPENING PRICE & BIDDE CREMENT AMOUNT: SBI will declare its Opening

Price (OP), which shall be visible to the all Contractor/ Vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.

- The bid decrement amount shall be specified by SBI.
 - DURATION OF AUCTION: English Reverse (no ties) shall be for a period of half an hour. If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension. Please note that if there are more than one item in a single auction, the auto-extension will be applicable to the entire event i.e. whenever a bidder places an acceptable bid in the last 5 minutes of the closing of the auction, the auction shall get extended automatically for another 5 minutes from the time of this bid for all the items in the auction. There are 6 extensions of 5 Min. each. However, Contractor/ Vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
8. Successful Contractor/ Vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) exactly in the format issued by SBI/ Service provider after the completion of Auction to SBI, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
 9. During English Reverse (no ties), if no bid is received within the specified time, SBI, at its discretion, may decide to revise Opening price/scrap the reverse auction process/proceed with conventional mode of tendering.
 10. 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 supply as per the rates quoted, SBI shall take action as appropriate.
 11. LOGIN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
 12. VISIBILITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse – No ties Auction:
 - b. Leading Bid in the Auction
 - c. Bid Placed by you
 - d. Auction Opening Price & bid decrement amount
 - e. Your rank in the auction
 13. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any

bidder back out and not make the supplies as per the rates quoted, SBI and/ or ETL shall take action as appropriate.

14. LOWEST BID OF ABIDDER :In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
15. At the end of the Reverse Auction, SBI will decide upon the winner. SBI's decision on award of Contract shall be final and binding on all the Bidders.
16. SBI shall beat liberty to cancel the reverse auction process/tender at any time, before ordering, without assigning any reason.
17. SBI/ETL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
18. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
19. You are required to submit your acceptance to the terms/conditions/modality given above before participating in the reverse auction.
20. AUCTION TYPE: 1) English Reverse No Ties Auction
21. AUCTION WINNER: At the end of the Reverse Auction, SBI will evaluate all the bids submitted and will decide upon the winner.
22. OTHER TERMS & CONDITIONS:
 - The Bidders shall not involve himself for 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 ETL can decide to extend, reschedule or cancel any Auction. Any changes made by SBI and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - ETL is not responsible for any damages, including damages that result from, but are not limited to negligence. ETL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc. N.B.
 - All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/se-Procurement Technologies Ltd, Ahmedabad.
 - All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.

The List of Items to be procured along with the Quantities and the Auction Start Time & Close Time is as follows:

ITEM DESCRIPTION: XYZ

Item	Quantity	Opening Prices in Rs	Bid Decrement in Rs	Opening Time	Closing Time

<u>XYZ</u>	Package	Will be displayed On Auction screen	Will be displayed On Auction screen	As above	As above
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PROCESSTODECIDETHEWINNERI.E.L-1BIDDER:

The following example will clarify the process to be followed in the proposed reverse auction to decidethewinneri.e.L-1:

Illustrative Example:

- The Indicative Price Bid shall be submitted by the various bidders in the following format:

S. No.	Item description	Quantity	Unit	Rate Per Unit (in Rupees) ***	Amount (In Rupees) ***
(1)	(2)	(3)	(4)	(5)	(6)
1	ABC	6	Sq. mt.	100.00	600.00
2	EFG	1	Sq. mt.	50.00	50.00
3	HIJK	2	Sq. mt.	75.00	150.00
4	MNOP	3	Sq. mt.	100.00	300.00
Total Tender amount (sum of Items 1 to 4) denoted by (A)					1100.00

*** The prices and amount mentioned in the above table are only meant for "Illustration" and the same has no relevance to the actual Item-wise Indicative Price Bid required to be quoted by the bidders.

The SBI shall decide, within its sole discretion, value lower than the estimated amount as "Start Bid Price" and all the price bids (Indicative bids) submitted by the vendors are kept sealed till the event of reverse auction. At the end of reverse auction process, the lowest Bidder (L1) will be selected on the basis of Total Price, including taxes.

- At the end of the reverse auction process, suppose the winner (L-1 bidder) offer their final quote against "A" (i.e. Algebraic sum under Column no. 6 in the above table) as Rs. 950.00 (denoted by "B" hereinafter), the K-Factor shall be determined as under: $K = (B \div A)$ i.e. $(950 \div 1100) = 0.864$
- The Final Items-wise rates of the L-1 bidders shall be evaluated by multiplying their Item-wise quoted rates in the Indicative Price Bid by the Factor "K" calculated as above (i.e. proportionately reducing Indicative quote for all the tender items). Accordingly, in the above illustration, the final prices of the winner shall be evaluated as under:

S.No.	Item description	Quantity	Unit	Rate Per Unit quoted in Indicative Price Bid (in Rupees) ***	Factor "K"	Final Per Unit Rate (In Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (5)x(6)
1	ABC	6	Sq. mt.	600.00	0.864	518.18
2	EFG	1	Sq. mt.	50.00	0.864	43.18
3	HIJK	2	Sq. mt.	150.00	0.864	129.55
4	MNOP	3	Sq. mt.	300.00	0.864	259.09
Total amount worked out after e-reverse auction						950.00

(C)

Process Compliance Statement (AnnexureIII)

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

To,
E-Procurement Technologies Ltd. (Auction
Tiger) B-704 Wall Street - II,
Opp. Orient Club,
Nr.GujaratCollege,Ahmedabad-
380006. Gujarat State, India

Sub: Agreement To The Process Related Terms And Conditions For Online Reverse Auction for **Civil works for State Bank Of India, Administrative office , Urban Estate Phase-II Bathinda.**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document

This letter is to confirm that:

- 1) The under signed is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure III & Annexure IV within 24 hours of the completion of the reverse auction and the format as requested by SBI/ETL.
- 7) We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,

Date:

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

(Scan it and send to this Document to ptl)

(D)

Price Confirmation Letter (AnnexureVI)

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

To,
E-Procurement Technologies Ltd. (Auction
Tiger) B-704, Wall Street - II,
Opp. Orient Club,
Nr.GujaratCollege,Ahmedabad-
380006. Gujarat State,India

Sub: Final Price Quoted During Reverse Auction **Civil works for State Bank Of India,
Administrative office , Urban Estate Phase-II Bathinda.**

Dear Sir,

We confirm that we have quoted.

Thanking you and looking forward to the valuable order from SBI.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

(Scan it and send to this Document oneptl)

(E) Price break up (AnnexureVII)

Price Break up as per tender document

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions: -

“Contract means the documents forming the tender and the acceptance there of and the formal agreement executed between SBI (client) and the Contractor/ Vendor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

1.1.1 “SBI” shall mean State Bank of India (Client) having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai- 400 021 and its representative Local Head Offices/Administrative Offices/Regional Business Offices/Branches at various places across India and includes the client’s representatives, successors and assigns.

1.1.2 ‘The Contractor/ Vendor’ shall mean the individual or firm or company undertaking the works and shall include legal personal representative of individual or composing the firm or company and the permitted assignees of individual or firms of company.

1.1.3 The expression ‘works’ or ‘work’ shall mean the permanent or temporary work description in the “Scope of work” and / or to be executed in accordance with the contract includes materials, apparatus, equipment, temporary supports, fittings and things of kinds to be provided, the obligations of the Contractor/ Vendor hereunder and work to be done by the Contractor/ Vendor under the contract.

1.1.4 Engineer’ shall mean the representative Civil / Civil Engineer of the SBI

1.1.5 ‘Drawings’ shall mean the drawings prepared and issued by SBI or their Architects and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time.

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

1.1.7 Specifications’ shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the SBI

1.1.8 “Month” means calendar month.

1.1.9 “Week” means seven consecutive days.

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

1.1.11 SBI’s Engineer” shall mean The Civil / Civil Engineer in - charge of the Project.

2.0 **CLAUSE**

1.0 **Total Security Deposit:** The Total Security deposit comprise of

- a) Bid Security Declaration
- b) Retention Money

a) **Bid Security Deposit-**

The tenderer shall furnish submit the bid security declaration from bidder Instead of Earnest Deposit (Govt. of India office Memorandum note no F.9/4/2020-PPD Dated 12 Nov. 2020). No tender shall be considered unless the bid security declaration is so the required form.

b) **Retention Money: -**

An amount @ 5 % of the bill amount will be retained by the SBI from the bills and the same will be released by the SBI against Bank guarantee for equal amount issued by any Nationalised /Scheduled Bank in the SBI's approved format valid for 1 year. The Bank guarantee shall be released only after completion of warranty period of 1year provided no complaint is received in the office chairs or the defects has been rectified by replacing the same satisfactorily.

The successful bidder may choose to submit such Bank Guarantee to the SBI soonafter commencement of work to avoid deduction of retention money from the Bills.No advance on materials / plant / machinery or mobilization advance shall be paid in any circumstances.

2.0 **Language**

The language in which the contract documents shall be drawn shall be in English.

3.0 **Errors, Omissions and discrepancies**

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

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

4.0 **Scope of Work:**

The Contractor/ Vendor shall carryout, complete and maintain the said work in every respect strictly accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through SBI. The SBI at the direction of the Bank from time to time issue further drawings and / or written instructions, detailed

directions and explanations which are hereafter collectively referred to as instructions in regard to the variation or modification of the design, quality or quantity of any work or the addition or omission or substitution work. Any discrepancy in the drawings or between BOQ and / or drawings and / or specifications should be brought to the notice of SBI immediately. The removal from the site of any material brought thereon by the Contractor/ Vendor and any substitution of any other materials therefore the removal and / or re-executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

5.0 i) **Letter of Acceptance:**

Within the validity period of the tender the SBI shall issue a letter of acceptance directly by registered post or otherwise depositing at the office of the Contractor/ Vendor 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 SBI and the Contractor/ Vendor.

ii) **Contract Agreement:**

On receipt of intimation of the acceptance of tender from the SBI. The successful tenderer shall be bound to implement the contract and within 15 days thereof shall sign an agreement in a non-judicial stamp paper of appropriate value.

6.0 **Ownership of drawings:**

All drawings, specifications and copies thereof furnished by the SBI are the properties of the SBI. They are not to be used on other work.

7.0 **Detailed drawings and instructions:**

The SBI shall furnish with reasonable proper additional instructions by means of drawings or otherwise necessary for the execution of the work. All such drawings and instructions shall be consistent with contract documents, true developments thereof and reasonably inferable there.

The work shall be executed in conformity therewith and the Contractor/ Vendor prepare a detailed program schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI through the architect/consultant

7.0 **Copies of agreement**

Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the Contractor/ Vendors.

8.0 **Liquidated damages:**

If the Contractor/ Vendor fails to maintain the required progress in terms of relevant clause under General Conditions of Contract (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 damage at the rate of 0.50% of the contract value subject to a maximum of 5% of the contract value.

9.0 **Materials, Appliances and Employees**

Unless or otherwise specified the Contractor/ Vendor 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/ Vendor shall at all times enforce strict discipline and good order

among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the SBI he shall be removed from the site immediately.

10.0 Permits, Laws and Regulations:

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

11.0 Setting out Work:

The Contractor/ Vendor 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 SBI 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 SBI, the Contractor/ Vendor shall be responsible for the same and shall his own expenses rectify such error, if so, required to satisfaction of the SBI.

12.0 Protection of works and property:

The Contractor/ Vendor 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, except due to causes beyond his control and due to his fault or negligence.

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

13.0 Inspection of work:

The SBI or their representatives shall at all reasonable times 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/ Vendor shall give every facility to the SBI and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI 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 the Contractor/ Vendor 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 SBI and no undertaking shall relieve the Contractor/ Vendor from the responsibility of the Contractor/ Vendor 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 as described in the contract/BOQ and in accordance with SBI's instructions and shall be subject from time to time to such tests as the SBI may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The Contractor/ Vendor shall provide such assistance, instruments, machinery, labor, and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the SBI.

ii) **Samples**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the Contractor/ Vendor 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 SBI. Before submitting the sample / literature the Contractor/ Vendor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specifications. Only when the samples are approved in writing by SBI the Contractor/ Vendor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by SBI for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. SBI 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/ Vendor.

iii) **Cost of tests**

The cost of making any test shall be borne by the Contractor/ Vendor if such test is intended by or provided for in the specification or BOQ.

16.0 **Obtaining information related to execution of work**

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

17.0 **Contractor/ Vendor's superintendence**

The Contractor/ Vendor shall give necessary personal superintendence during the execution the works and as long, thereafter, as the SBI may consider necessary until the expiry of the defects liability period, stated here to.

18.0 **Quantities**

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 and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent.

19.0 **Works to be measured**

SBI may from time to time intimate to the Contractor/ Vendor that the work is required to be measured and the Contractor/ Vendor shall forthwith attend or send a qualified representative to assist the SBI 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 detail in the specifications. The representative of SBI shall take measurements with the Contractor/ Vendor's representative and the measurements shall be entered in the measurement

book. The Contractor/ Vendor 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/ Vendor not attend or neglect or omit to depute his representative to take measurements the measurements recorded by the representative of the SBI shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

20.0 Variations

No alteration, omission or variation ordered in writing by SBI vitiates the contract. In case the SBI thinks proper at any stage 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 SBI shall give notice thereof in writing to the Contractor/ Vendor shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such notice but the Contractor/ Vendor shall not do any work extra to or make any alterations 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 SBI and the value of such extras, alterations, additions or omissions shall in all cases be determined by the SBI 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 Item shall be allowed unless it shall have been executed under the authority of the SBI 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.

- a)
 - (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/ Vendor shall within 7 days of the receipt of the letter of acceptance inform the SBI 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 SBI shall fix such rate or prices as in the circumstances in its opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the Contractor/ Vendor 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 SBI) the workman's name and materials employed be delivered for verifications to the Architect /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/ Vendor 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/ Vendor'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 months 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 SBI, the Contractor/ Vendor shall apply to SBI for completion certificate.

Upon the satisfactory fulfillment by the Contractor/ Vendor as stated above, the Contractor/ Vendor is entitled to apply to the SBI of satisfactory completion of work. Relative to which the completion certificate has been sought, the SBI shall within fourteen (14) days of the receipt of the application for completion certificate, issue a VCC in respect of the work for which the VCC has applied.

This issuance of a VCC shall not be without prejudice to the SBI's rights and Contractor/ Vendor liabilities under the contract including the Contractor/ Vendor's liability for defects liability 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 SBI against the Contractor/ Vendor in respect of or work at the site and in respect of which the VCC has been issued.

24.0 **Commencement of Works:**

The date of commencement of the work will be reckoned as the date of execution of agreement with SBI or possession of site whichever is later.

25.0 **Time for completion**

Time is essence of the contract and shall be strictly observed by the Contractor/ Vendor. The entire work shall be completed within a period of **180 calendar days** from the date of commencement.

26.0 **Extension of time**

If, the work be delayed for reasons beyond the control of the Contractor/ Vendor, the Contractor/ Vendor may submit a recommendation to the SBI to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the Contractor/ Vendor 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/ Vendor shall apply to the SBI. in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if any, for the delays in the prescribed format for granting extension of time. While granting extension of time the Contractor/ Vendor 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 provision of liquidated damages as stated under clause 8.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

27.0 **Rate of progress**

Whole of the materials, plant and labour to be provided by the Contractor/ Vendor 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 SBI. Should the rate of progress of the work or any part thereof be at any time be in the opinion the SBI too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion, the SBI 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 SBI neither shall relieve the Contractor/ Vendor from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

28.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall, as herein provided, be carried on during the night or on holidays without the permission in writing of the SBI, except when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the Contractor/ Contractor/ Vendor shall immediately advise the SBI. However, the provisions 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 / continued with the prior approval of the SBI at no extra cost.

All work at night after obtaining approval from competent authorities of SBI shall be carried out without unreasonable noise and disturbance.

29.0 No compensation or restrictions of work

If at any time after acceptance of the tender, SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. SBI shall give notice in writing to that effect to the Contractor/ Vendor and the Contractor/ Vendor shall act accordingly in the matter. The Contractor/ Vendor 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 Vendor shall be paid the charges on the cartage of only materials actually and bona-fide brought to the site of the work by the Contractor/ Vendor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the Vendor, provided however that the SBI 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 SBI stores and returned by the Vendor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the Vendor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the Contractor/ Vendor and in this respect the decision of Architect / consultant shall be final.

30.0 Suspension of work

i) The Contractor/ Vendor shall, on receipt of the order in writing of SBI (whose decision shall be final and binding on the Contractor/ Vendor) suspend the progress of works or any part thereof for such time and in such manner as SBI may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons:

a) On account any default on the part of the Contractor/ Vendor, or

- b) For proper execution of the works or part thereof for reasons other than the default the Vendor/ Contractor, or
- c) For safety of the works or part thereof.

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

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

The Contractor/ Vendor 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.

31.0 Action when the whole security deposit is forfeited

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

- a) To rescind the contract (of which rescission notice in writing to the Contractor/ Vendor by SBI shall be conclusive evidence) and in which case the security, deposit of the Contractor/ Vendor shall be forfeited and be absolutely at the disposal of SBI
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or part of the work, debiting the Contractor/ Vendor with the cost of the labour and materials cost of such labour and materials (as worked out by the SBI shall final and conclusive against the Contractor/ Vendor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the Contractor/ Vendor under the terms of this contract certificate of SBI as to the value of work done shall be final conclusive against the Contractor/ Vendor.
- c) To measure up the work of the Contractor/ Vendor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another Contractor/ Vendor 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/ Vendor, if the whole work had been executed by him (The amount of which excess the certificates in writing of the SBI shall final and conclusive) shall be borne by original Contractor/ Vendor and may be deducted if 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 SBI the Contractor/ Vendor 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 rescind under the provision aforesaid, the Contractor/ Vendor 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 SBI 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.

32.0 Owner's right to terminate the contract

If the Contractor/ Vendor 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 Govt. 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 SBI

that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the SBI

Or if the Contractor/ Vendor (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/ Vendor.

Or shall assign or sublet this contract without the consent in writing of the SBI or shall charge or encumber this contract or any payment due to which may become due to the Contractor/ Vendor 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 SBI 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 SBI that the said materials were condemned and rejected by the SBI 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/ Vendor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI to the contrary subject any part of the contract.*

Then and in any of said cases the SBI may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor/ Vendor, determine the contract, but without thereby affecting the powers of the SBI or the obligation and liabilities of the Contractor/ Vendor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the Contractor/ Vendor. And, further the SBI or their employees may enter upon and take possession of the work and all plants, took 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 Contractor/ Vendors or persons to the work and the Contractor/ Vendor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor/ Vendor or other persons employed for complement 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 SBI a notice in writing will be given to the Contractor/ Vendor to remove his surplus materials and plants and should the Contractor/ Vendor fail to do so within 14 days after receive thereof by him the SBI sell the same by publication, and after due publication, and shall, adjust the amount realized by such auction. The Contractor/ Vendor shall have no right to question any of the act of the SBI incidental to the sale of the materials etc.

33.0 Certificate of payment

The contractor shall be entitled under the certificates to be issued by the Architect / consultant to the contractor within 10 working days from the date of certificate to payment from SBI from time to time. The SBI shall recover the statutory recovering other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect / consultant during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

The Architect / consultant shall have power to withhold the certificate if the work or in part thereof is not carried out to their satisfaction.

The Architect / consultant may by any certificate make any corrections required previous certificate.

The SBI shall modify the certificate of payment as issued by the architect / consultant from time to time while making the payment

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement books

The Contractor shall not submit interim bills when the approximate value of work done by him is less **than Rs. 42.0 Lakh.**

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect / consultant shall issue the certificate of payment within a period of two months. The SBI shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

The contractor shall submit the interim bills in the prescribed format with all details.

No advance on materials / plant / machinery or mobilization advance shall be paid in any circumstances.

The SBI shall recover the statutory recoveries viz. TDS, retention and other dues, if any, as per contractual provisions.

The SBI shall have power to withhold the payment if the work or part thereof is not carried out to their satisfaction.

34.0 A. 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 Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Regional Manager and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Regional Manager in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to Regional Manager in writing in the manner and within the time

aforesaid..

B. Settlement of Disputes and Arbitration

The DGM(B&O) shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the DGM(B&O) Submit his claims to the conciliating authority.

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 DGM (B&O) of the SBI 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.

- i) 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 shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the DGM(B&O). It will also be no objection to any such appointment that the Arbitrator so appointed is a SBI Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as SBI. 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 DGM(B&O) of the SBI. 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 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 reenactment thereof and the rules made there under.

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

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their 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 fees, if any of the arbitrators shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid

35.0 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 SBI shall be final and binding on the corrector.

36.0 Maintenance of registers

The contractor shall maintain the following registers as per the enclosed perform at site of work and should produce the same for inspection of STATE BANK OF INDIA /Architect /

consultant whenever desired by them. The contractor shall also maintain the records / registers as required by the local authorities / Govt. from time to time.

- I) Register for secured advance
- II) Register for hindrance to work
- III) Register for running account bill
- IV) Register for labour

37.0 Force Majeure

- 37.1 Neither Contractor/ Vendor nor SBI shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents 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.
- 37.2 As soon as the cause of force majeure has been removed the party whose ability 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.
- 37.3 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 caused itself and inability resulting there from having been removed, the agreed time completion of the respective obligations under this agreement shall stand extended a period equal to the period of delay occasioned by such events.
- 37.4 Should one or both parties be prevented from fulfilling the contractual obligations by 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.

38.0 Local laws, Acts Regulations:

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

39.0 Performance Bank Guarantee (BG): The selected bidder would be required to submit a performance Bank Guarantee to the Bank for an amount equivalent to **3% of the value of contract** within 3 days from the issue of work order. The bank guarantee will be valid for a period of 6 months or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder. The bank guarantee should be issued by any scheduled commercial bank, other than SBI. A format for BG is attached as per **Annexure-V**. The Performance Bank Guarantee is required to protect the interest of the Bank against the risk of non performance of the successful bidder or breach of performance of the conditions of the contract which may warrant invoking of Bank Guarantee (BG). Also, if any act of the Contractor results in imposition of Liquidated Damages then the Bank reserves the right to invoke the Performance Bank guarantee. The Performance Bank Guarantee can be forfeited by the bank in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Bank Guarantee will be discharged after

completion of contractor's performance obligations (including Warranty / Guarantee period) under the contract.

40.0 Accidents

The Contractor/ Vendor 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/ Vendor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

41.0 The contractor's shall be bound to comply the following provision in terms of "**Restrictions imposed by the Government of India, Ministry of Finance Department of Expenditure under Rule 144 (XI) of General Financial Rules 2017 vide their order no. F. No 6/18/2019/PPD dated 23rd July 2020**" as under;

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority (registration committee constituted by the Department for Promotion of Industry and Internal Trade).
- II. 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. 'Bidder from a country which shares a land border with India (such a country)' for this purpose means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of A Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling interest or who exercises control through other means.

Explanation-

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of Individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or the capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

All bidders need to submit a declaration-cum-certificate (along with evidence) in this regard as per

“**Annexure IV**”. Failure to submit such valid declaration-cum-Certificate will make the bid liable for rejection.”

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.

Restrictions under Rule 144 (XI) of General Financial Rules 2017 of Ministry of Finance, India order no. F. No 6/18/2019/PPD dated 23rd July 2020

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:

Annexure-V

**DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
"CIVIL WORKS
FOR STATE BANK OF INDIA ADMINISTRATIVE OFFICE URBAN ESTATE PHASE-II
BATHINDA (PUNJAB)"**

(Site specific format shall be approved by the SBI prior to its execution)

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

B.G. No. _____ Value Rs. _____

Date:

To

The

State Bank of India,

.....

.....

Dear Sir,

Bank Guarantee of Rs _____ towards Security Deposit for Civil work at . Administrative office, Urban Estate phase-II Bathinda.)

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract (for civil work at Administrative office, Urban Estate phase-II Bathinda.)

for State Bank of India, situated at Bathinda) with SBI as mentioned vide letter no..... datedand the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee amounting to **3%** of the annual contract to SBI for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to SBI a Guarantee of a Scheduled Commercial Bank for a value of Rs..... to be valid upto (date).

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of SBI and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include it successors and assigns) hereby expressly, irrevocably & unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between SBI and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to SBI immediately any sum claimed by SBI under the said contract up to a maximum amount of Rs. _____ (Rupees only).

In case the amount demanded by SBI is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs...../- (Rupees only).

Such payment shall be notwithstanding any right the contractor may have directly against SBI or any disputes raised by the Contractor with SBI or any suits or proceedings pending in any competent court or before any arbitrator. SBI's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the Contractor and or indulgence shown to the contractor by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI

This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.

This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to SBI in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained herein before the liability of the guarantor under this guarantee is restricted to a sum of Rs. _____.

This guarantee will remain valid upto _____ unless a demand or claim under this guarantee is made in writing against us within three months from that date, i.e. on or before -----, the guarantor shall be discharged from all liability under the guarantee thereafter.

We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our bank and the undersigned has been duly authorised by the bank (bank issuing the Bank Guarantee) to execute this Guarantee Deed.

Dated the

SIGNED AND DELIVERED For & on behalf of (the above-named bank)

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)

(Banker's seal)

SPECIAL CONDITION OF CONTRACT

1. The Technical Bid should contain the following: -
 - a. Technical Bid duly signed and sealed on each page.
 - b. Bid Security Declaration Form
 - c. If any, The Authorization Certificate issued by the Bank's approved Principal Manufacturer only certifying that the tenderer is an Authorized Converter/Agency of their Company and they have been specifically authorized by them (i.e. OEM) to participate in the bidding process of SBI.
 - d. If any, An undertaking from the Bank's approved OEM, in original, to the effect that in case their Authorised Agency/Converter is not able to perform contractual obligations for the project during the contract period, the Original Manufacturer shall own full responsibility to comply all contractual obligations relating the captioned work of SBI at their own (i.e. OEM's) risk cost and consequences.

The technical bid not accompanied by abovementioned any one or more documents shall be treated as non-responsive bid and the same shall be summarily disqualified. Moreover, such bidders shall not be allowed to participate in the submission of Price Bid, No correspondence shall be entertained in this regard.

2. **Taxes, duties, levies etc.:**

The rates quoted shall be inclusive of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works but excluding GST which shall be payable over and above the approved rates as per actual. Variation of taxes, duties, fees, levies etc. (excluding GST) if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account in any case will be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statutory law during the currency of contract the same shall be borne by the Contractor/ Vendor. **GST will however be paid by the SBI as applicable.**

3. The Contractor/ Vendor shall study the schedule of items, technical specifications, drawings, design, etc. for its sufficiency considering all the regulations of local authorities and supply company and code of standard as applicable at the time of submitting the tender and shall bring to the notice of bank, addition or deletion, if any, in writing before due date of submission of tender.

4. **Acceptance of tender**

The SBI shall have the right to reject any or all tenders without assigning any reason. They are not to bind 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.

5. **Dimensions and levels**

All dimensions and levels shown on the drawings shall be verified by the contractor and 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 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.

6. **Notice of operation**

The contractor shall not carry out any important operation without the Consent in with from the Architect / consultant:

7. 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 construction.

8. Safety of adjacent structures and trees

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

9. Temporary works

Before any temporary works are commenced the contractor shall submit at least 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.

10. 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 a tube well / open well and bring water by means of tankers at his own cost for the purpose The STATE BANK OF INDIA 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 STATE BANK OF INDIA 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 Contractor's to obtain the requisite Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor

11. 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.

12. 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.

13. Firefighting arrangements

i) The contractor shall provide suitable arrangement for firefighting at his own cost. 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 sand and some with water this equipment shall be provided at suitable prominent and easily accessible place 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 makes the following arrangements at his own cost but not limited the following:

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

14. 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 work 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 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 or 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 acknowledgment and the second copy will be retained for their record.

15. Temporary fencing/ barricading

The contractor shall provide and maintain a suitable temporary fencing / barricading and gates 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 I 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.

16. 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 he held if required by the architect/ consultant. -

17. 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 off-site activities borrow pits has been properly disposed off.

18. Contractor to verify site measurement

The contractor shall check and verify all site measurements whenever requested other specialists contractors or other sub-contractors to enable them to prepare the own shop drawing and pass on the information with sufficient promptness as will in any way delay the works.

19. 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.

20. As built drawings

i) For the drawings issued to the contractor by the Architect / Consultant. The architect Consultant will issue two sets of drawings to the Contractor for the items for some changes have been made. From the approved drawings as instructed by the STATE BANK OF INDIA / Architect / Consultant. The contractor will make the changes made on these copies and return these copies to the architect / Consultant for their approval. In cases revision is required or the corrections are not properly marked the architect / Consultant will point out the discrepancies to the contractor. The contractor will have to incorporated these corrections and / or attend to discrepancies either on copies as directed by the architect / consultant and resubmit to him for approval. The architect / consultant will return one copy duly approved by him.

ii) For the drawings prepared by the contractor

The contractor will modify the drawing prepared by him wherever the changes made by the STATE BANK OF INDIA / architect / consultant. And submit two copies of such modified drawings to the architect/ consultant for approval. The architect / consultant will return one copy of the approved drawing to the contractor.

21. 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, aluminum doors and windows and any other item as specified in the tender. The architect/consultant may approve any make / agency within the approved list as given in the tender after inspection of the sample/mock up.

22. 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 limited to sales tax, tax on works contract excise duty, and octroi, payable in respect of materials, equipment plant and other things required for the contact. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the STATE BANK OF INDIA 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 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 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 statutory law during the currency of contract the same shall be borne by the contractor.

23. Photographs:

- The Contractor shall at his own expense supply to the Architects with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one months during the progress of the work or at every important stage of construction.
- In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with each Running Bill for the project clearing showing major progress of work measured and claimed therein failing which the Architect/ STATE BANK OF INDIA may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

24. NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP

The contractor shall give not less than 5 days notice in writing to the Engineer or his authorized agent before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach any work without the consent in writing of the Engineer. If any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses, or in default thereof no payment or allowance shall be made for such work or the materials, with which the same was executed.

25. INSURANCE-All Risk Insurance Policy and Workman's Compensation Policy.

- i) Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and earthquake, flood, wars, storms etc. The insurance must be placed with a company approved by the Employer, in the joint names of the Employer and the contractor (the name of former being placed first in the policy) for full amount of contract for the entire contractor period and for any further sum if called to do so by the employer, the premium of such being allowed to the contractor as an authorised extra.
- ii) The contractor shall deposit the policy and receipt for premiums paid with the Employer within 7 (seven) days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the Employer may deem fit.
- iii) The contractor shall obtain insurance for the labours and other staffs deployed by them in execution of work as per workman's compensation policy.

26. ACCOUNTS RECEIPTS & VOUCHERS

The contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the contractor shall use materials less than what he is required under the contract, the value of the difference in quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The

decision of the Employer shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

27. MODE OF MEASUREMENT

1. Unless otherwise stated, all pipes shall be measured net, length as laid and measured overall fittings, such as bends, junctions, etc., and given in running meters. The length shall be taken along the center line of the pipes and fittings.
2. Length of fittings viz, taps, valves, traps etc., which are paid under appropriate items shall not be re-measured under linear measurements as enumerated above.
3. Soil waste and vent pipes shall be measured along the center line of the stack including the connecting bends/tees to W.C. Pan, Nahani trap, etc. and shall be paid as enumerated above.
4. W.C. Pans, Lavatory basins, Sinks, drain boards, Urinals, Mirrors, Glass shelf Toilet paper Holder, shall be measured by number and shall include all accessories as enumerated in detail specification under each item.
5. Unless otherwise specified, all types of taps, valves, etc., shall be measured by number and paid separately.
6. Manholes, inspection Chambers, Gully traps, etc. shall be constructed according to detail specification and measured by number and paid separately. The depth of Manhole shall mean the vertical distance from the top of the Manhole cover to the outgoing invert of the main drain channel.
7. Water meter shall include Y strainer and other appurtenances required by the local bodies and shall include brick masonry chamber, etc., as per detailed specifications and item shall be measured by number and paid for accordingly or as per schedule of quantity.

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases when the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent running shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. 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 one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or material as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar, concrete and lime shall be provided with protective footwear and rubber hand gloves.
- 9 Those engaged in welding works shall be provided with welders' protective eye shield and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste readymade paint.
(ii) Suitable facemasks should be supplied for use by the workers when the paint applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during cessation of work.
- 12 Hoisting machines and tackle used in the works including their attachments anchor and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be durable quality and adequate strength and free from defects.

FORM OF AGREEMENT

ARTICLES of AGREEMENT made this _____ day of _____ year 2021 between the STATE BANK OF INDIA having its **State Bank of India, Administrative office, lakshya building 1st floor Amrik Singh Road, Bathinda** (Hereinafter referred to as the “Employer/Owner” which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and _____ of _____ (Hereinafter referred to as “Contractor” unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to carry out **Civil works for State Bank Of India, Administrative office, Urban Estate phase-II Bathinda (Punjab) as stated in Notice Inviting Tender (NIT)**, herein referred to as “Project”.

AND WHEREAS the Employer in order to effectively carry out the said works prepared plans, drawings and specifications describing the works to be executed by the contractor (as applicable) for the project, opened tenders received, scrutinized and issued a work order to the contractor.

AND WHEREAS for the purpose of the said project, the Employer invited sealed tenders from experienced, resourceful and bonafide contractors vide his Notice Inviting Tender (No. _____ dated. _____).

WHEREAS the contractor submitted his Tender along with the Tender Documents containing General Notes, General Conditions of the Contract and Schedule of Quantities etc. for the works, prepared by the Engineer (Hereinafter collectively referred to as the “said conditions”), duly signed on each page as a token of his acceptance of the same, along with Bid security declaration in lieu of Earnest Money Deposit (Copy enclosed Vide **Annexure-I**).

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the project.

AND WHEREAS the Employer has accordingly issued the work order (No. _____ dt. _____) to the contractor subject to his furnishing the requisite Security Deposit (Copy enclosed Vide Annexure-V).

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance No. _____ dt. _____ (Copy enclosed Vide Annexure-V) and has also deposited requisite Performance Security/Guarantee.

AND WHEREAS the Employer has caused the plans, drawings, specifications, schedule of quantities etc. relating to the project at the work site at _____ to be issued to the Contractor.

NOW, therefore, it is hereby agreed to and between the parties as follows:

1. Contract documents

The following documents shall constitute the Contract Documents.

- i. This Article of Agreement.

- ii. Tender submitted by the Contractor included the N.I.T and Tender Documents (Vide Annexure-I).
- iii. All correspondence between the Bank and the Contractor from the date of issue of N.I.T and the date of issue of work order.
- iv. Work order No. _____ dt. _____ (Vide Annexure-II).

2. In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted works shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor by the said Owner/Employer and described in the said Specifications and the said Schedule of Quantities.
3. Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein before stated by the Employer reserves itself the right of altering the drawings and the nature of the work and addition to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
4. As mentioned in Article 1 above, the said conditions shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
5. Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of _____ thereto. The decision of the arbitrator shall be final and binding on both the parties.

IN WITNESS WHEREOF THE PARTIES to their presents have hereunder set and subscribed their hands, the day, month and year first above written.

Signed and delivered for and on behalf of
 State Bank of Patiala
 Shri. _____
 Its duly authorised official

In the presence of –

1. (Name and Address)

2. (Name and Address)

Signed and delivered for and on behalf of
 The Contractor: _____ by
 Shri _____ his

Duly authorised official

In the presence of –

1. (Name and Address)

2. (Name and Address)

MAINTENANCE OF RECORDS

Register/record (s) to be maintained by the Contractor at site office.

1. Measurement Books
2. Cement Register (Daily Record)
3. Steel Register
4. Drawings register
5. Hindrance Register
6. Test Register
7. Site Order Book (in triplicate)
8. Daily Progress Register
9. Any other records as required by the Bank for proper execution & monitoring of work.

Formats to be followed

FORMAT OF SITE ORDER BOOK

Name of the work:.....

Date of Commencement:.....

Sr. No	Remarks/ Instructions of the site Engineer/ Architect	Dated Initials of site Engineer/ Architect	Initials of the Contractor for having received the instructions	Action taken with date	Dated initials of the site Engineer	Remarks of the Architects PMC/C.C. Officials
---------------	--	---	--	-------------------------------	--	---

1	2	3	4	5	6	7

Record of Cement received/used/balance Register

1	2	3	4	5	6	7	8
Sr. No.	Date	Cement in Stock (Bags)	Cement Received (Bags)	Total Cement (Bags)	Number of cement bags Consumed (Bags)	Balance in Stock (Bags)	Signature of Contractor / Bank's Engineer

Record of Reinforcement bars received/used/balance Register

1	2	3	4	5	6	7	8	9	10	11
Date	Truck No.	Challan No.	Name of supplier	Binding wire	8 mm	12 mm	16 mm	20 mm	25 mm	Total Received

Daily Progress Report-Works history

Weather: _____

Date: _____

1.	Labour Engaged		
i.	Masons		
ii.	Carpenter		
iii.	Plumber		
iv.	Bar binder		
v.	Bhisti		
vi.	Painter		
vii.	Mazdoor	Male:	Female:
viii.	Others	Engineer:	Supervisor:

2.	Machinery/Equipments at site
i.	Truck
ii.	Tractor/trolley
iii.	Concrete mixer
iv.	Vibrator
v.	Concrete Lift
vi.	Others

3.	Material brought
i.	
ii.	
iii.	
iv.	

4.	Material rejected, if any.
----	----------------------------

5.	Works in progress
i.	
ii.	
iii.	
iv.	

6.	Important Stage passed:
7.	Remarks of inspecting Officer/Site Engineer(Bank):

Site Engineer (Architect)

Site Engineer (Contractor)

TABLE-I

PROFORMA FOR HINDRANCE TO WORK

Name of Work :

Date of Start of work :

Name of Contractor:

Period of Completion :

Agreement No. :

Dt. of Completion of work:

S.No.	Nature of Hindrance	Date of Occurrence of Hindrance	Date of which Hindrance was removed	Period of which Hindrance existed	Signature of Site Engineer	Signature of Bank / Architects Representative
1	2	3	4	5	6	7

PROFORMA FOR RUNNING A/C BILL

- i. Name of Contractor / Agency :
- ii. Name of Work :
- iii. Sl.No. of this Bill :
- iv. No. & Date of previous Bill :
- v. Reference to Agreement No. :
- vi. Date of Written order to commence :
- vii. Date of Completion as per Agreement :

S.No.	Item Description	Unit	Rate (Rs.)	As per Tender	
				Quantity	Amount (Rs.)
1	2	3	4	5	

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

Note: 1. If part rate is allowed for any items, it should be indicated with reasons for allowing such a rate.

 Net Value since previous
 bill

2. If ad-hoc payment is made, it should be mentioned specifically.

CERTIFICATE

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 Architects
Representative (Seal)

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.

Architect

Signature and date of Site Engineer

MEMORANDUM FOR PAYMENT

R/A BILL NO.

1.	Total value of work done since previous bill (A)	Rs. -----
2.	Total amount of secured advance due since Previous Bill (B)	Rs. -----
3.	Total amount due since Previous Bill (C) (A+B)	Rs. -----
4.	PVA on account of declaration in price of Steel, Cement and other materials and labour as detailed in separate statements enclosed.	Rs. -----
5.	Total amount due to the Contractor	Rs. -----

OBJECTIONS:

i)	Secured Advance paid in the previous	Rs. -----	R/A
ii)	Retention money on value of works as accepted tenders upto date amount Rs.	Rs. -----	per
	Less already recovered	Rs. -----	
	Balance to be recovered	Rs. -----	
iii)	Mobilization Advance, if any		
(a)	Outstanding amount (principal + interest) as on date	Rs. -----	
(b)	To be recovered in this bill	Rs. -----	
iii.	Any other Departmental materials cost to be recovered as per contract, if any	Rs. -----	
iv.	Any other Departmental service charges to be recovered if any, as per contract (water, power etc.) enclose statement.	Rs. -----	
	Total Deduction as per contract (F)	Rs. -----	
	Adjustments, if any -----	Rs. -----	Amount less received by Contractor in

----- R/A Bill (as per statement of Contractor)

P.V.A. Rs. -----

Total amount payable as per contract (E+F+G) Rs. -----

(Rupees ----- in words)

The bill amount to Rs. ----- (both figures and words) has been scrutinized by us after due checking of the measurements of work as required and is recommended for payment.

Date: -----

Signature of Architect
with Seal

The bill amount to Rs. ----- certified by Consultants has been scrutinized by me after due test checking of measurements of works as required and is recommended for payment for an amount of Rs.....

Date: -----

Signature of Owners
Engineer

STATUTORY DEDUCTION:

i)	Total Amount due (E)	Rs. -----
ii)	Less I.T. Payable	Rs. -----
iii)	Less S.T. Payable	Rs. -----
	Net Payable	Rs. -----

This figures given in the Memorandum for payable has been verified and bill passed for payment --
----- (in words and figures)

Date: -----

Signature of the Competent Officer

SPECIFICATION OF MATERIALS

(NOTE : In all cases Latest I.S. Code will be applicable & followed)

1. Materials shall be of approved quality. A list of materials of approved brand and manufacture is indicated in the annexure. If the list of materials mentioned above stipulates two or more alternative brands/makes of any product, the decision as to which brand / make shall be used in the work shall be taken by the Employer and the contractor shall provide the brand/make selected without any extra cost. Testing of materials even of approved brands shall have to be done by the contractor at their own cost, whether it is indicated in the list of "Mandatory Tests" or not, to ensure quality. Materials stamped with ISI Mark shall be used if available.

In case materials are required to be obtained from any manufacturer other than those listed on account of non-availability then prior approval from Employer will be necessary supported by relevant test certificates qualifying the required standard. Further Tests as directed by the Employer shall also be carried out by the contractor at their *own* cost, if required.

2. Contractors shall obtain approval of the Employer on sample of all materials before placing order and the approved sample shall be carefully preserved in an appropriate manner at the site office for verification by the Employer.
3. For standard bought out items, the sizes manufactured by the firms listed shall prevail in case of Discrepancy with the sizes mentioned in the schedule without any financial adjustment.
4. Materials shall be tested at site / any approved Testing Laboratory. The Laboratory Test certificate in original shall be submitted to the Employer and the entire charges connected with testing including charges for repeated tests, if ordered, shall be borne by the Contractor. Test results are also to be recorded at site registers appropriately.
5. It shall be obligatory for the contractor to furnish certificates, if demanded by the Employer, from manufacturer or the material supplier, stating that the work has been carried out by using their material.
6. For all materials supplied by the employer/ any other specialist firms, the contractor shall be responsible for its safe custody until they are required on the works and till the completion of work.
7. All equipment and facilities for carrying out field tests on materials shall be provided by the contractors without any extra cost.
8. Unless otherwise shown on the Drawings or mentioned in the "Schedule of Quantities/ Price Bid" or anywhere in the contract, the quality of materials, workmanship, dimensions etc. shall be specified hereunder:

9.1 Cement

Cement conforming to IS:8112(1989) shall be used. The use of cement other than 43 Grade Ordinary Portland cement (CED2: cement & concrete) will not be allowed unless specifically advised by employer.

Cement shall be stored in dry weatherproof godown/shed built by the Contractor at his own cost in order to prevent deterioration by dampness or intrusion of foreign matter. Not more than 10 bags should be kept in one stack and it shall be stored in such a manner as to permit easy access for proper inspection. It shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt i.e. first received being first used. Cement Deteriorated and/or clotted shall not be used on work but shall be removed at once from the site at Contractor's cost.

Daily record of cement received and consumed shall be maintained by the Contractor in the cement register at site and submitted to Employer, if called for. Theoretical consumption vis-à-vis materials brought at site by the Contractor shall also be submitted with proper documents with every bill for verification. A chart showing the consumption of cement for different items of work is annexed. Consumption of cement in the corresponding items of work under the contract shall be computed on the basis of the quantities shown in the table. The weight of 1 cum. of cement shall be taken as 1440 kg. For the items not available in the enclosed cement consumption chart, CPWD schedule shall be followed.

9.2 Fine aggregate

Shall be from natural source, chemically inert, clean, sharp, hard, durable and well graded and free from deleterious materials not exceeding the permissible limit as per IS: 383-1970. The Silt Content shall be within 8%. If it is in excess, washing shall be done in an approved manner to bring it within allowable limit. Fine aggregates used for plaster & masonry mortars should not be finer than Grading Zone IV of IS: 383. Fine aggregates for concrete shall be of quality between grading zones I to III of IS: 383 but the concrete mix shall be properly designed.

The fine aggregate shall be stacked carefully on a clean hard dry surface so that it will not get mixed up with deleterious foreign materials. If such a surface is not available, brick floor or a thin layer of lean concrete shall be prepared.

9.3 Coarse Aggregate

Shall consist of crushed or broken stone 95% of which shall be retained on 4.75 mm IS test Sieve. It shall be obtained from crushing Granite, Quartzite, Trap, Basalt or similar approved stones. Coarse aggregate shall be chemically inert when mixed with cement and shall be roughly cubical in shape and free from soft friable thin, laminated or flaky pieces. The maximum percentage of deleterious materials shall not exceed those specified in IS: 383-1970. The coarse aggregate used in the work shall conform to the grading as per limits specified in IS: 383-1970.

9.4 Steel Reinforcement

High Strength Deformed Bars

Unless specified otherwise, high strength deformed bars shall conform to IS: 1786 - 1985 of grade Fe 415 and obtained from approved manufacturer.

Where mild steel bars are specified they shall conform to IS-432 Grade I and shall be obtained from approved manufacturer.

All finished bars shall be free from cracks, surface flaws, and laminations, jagged and imperfect edges.

9.5 Bricks

The bricks shall be locally available kiln burnt bricks of generally regular and uniform size, shape and colour, uniformly well burnt throughout but not over burnt. They shall be free from cracks or other flaws.

They shall show a fine grained, uniform, homogeneous and dense texture on fracture and be free from lumps of lime, laminations, cracks, air holes, soluble salts causing efflorescence or other defects which may in any way impair their strength, durability, appearance, usefulness for the purpose intended.

The size of brick shall be of modular size i.e. 190 x 90 x 90 mm or non-modular size i.e. 230 x 110 x 70 mm. Tolerance on dimensions shall be as per IS-1077- 1992. The dimensions of bricks shall be tested as per method prescribed in IS specification.

After immersion in water, absorption by weight shall not exceed 20 percent of the dry weight of the brick men tested according to I.S.S. No. 1077- 1992. The bricks shall have a minimum average compressive strength of 75 kg/cm as specified in the nomenclature of the item. The compressive strength of any individual bricks on testing shall not fall below the average compressive strength by more than 20% (twenty percent). The rating of efflorescence of bricks shall not be more than 'Moderate'.

The Bricks to be used for the work shall be approved by the Employer beforehand.

9.6 Water

Water for mixing Cement/Lime mortar of concrete shall not be salty or brackish and shall be clean, reasonably clear and free from injurious quantities of deleterious materials. It shall not contain any sugar or excess of oil, acid and injurious alkali, salts, organic matter which

will either weaken the mortar or concrete or cause efflorescence or attack the steel in reinforced cement concrete. Water shall be obtained from sources approved by the Engineer. Potable water is generally considered satisfactory for mixing, and curing concrete, mortar, masonry etc. Water shall be tested once before undertaking the construction work in an approved testing laboratory to establish its suitability. All charges connected therewith shall be borne by the Contractor. The percentage of solids in the water shall not exceed the limit specified in IS: 456-1978. The pH value of water shall generally be not less than 6.

9.7 Timber (1.S.287-1993)

Timber for carpentry/joinery works of all description shall be specified in schedule and seasoned, naturally or artificially as indicated therein. These shall be free from knot, shakes, fissures, flaws, Sub cracks and other defects to a reasonable extent. Engineer's decisions in this regard are final and binding. The moisture content for timber normally should not exceed following limits:]

- | | | | |
|-----|-----------------------------------|---|-----|
| i) | Timber for frames | : | 12% |
| ii) | Timber for planking/shutters etc. | : | 10% |

Tolerance up to maximum 5% on above is permissible.

In measuring cross-sectional Dimensions of timber for the frames/shutters styles, rails or panel members, tolerance up to 1.5 mm shall be allowed for each planed surface.

Superior quality Indian, Teak wood

Superior quality Indian teak wood means Dandeli, Balarshah and Malabar Teak. It shall be of good quality and well seasoned. It shall have uniform colour, reasonably straight grains and shall be free from large, loose, dead knots cracks,, shakes, warp, twists, bends, borer holes, Sap or defect of any kind. No individual hard and sound knot shall be more than 1cm in diameter and aggregate area of all knots shall not exceed ½ % of area of the piece. There shall not be less than 6 growth rings per 2.5 cm. width.

Ist Class Indian Teak wood

Ist class Indian Teak Wood means C.P. and Bulsar teak of good quality and well seasoned. It shall have uniform colour reasonably straight grains and shall be free from large, loose dead Knots, Cracks, Shakes, Warp, twists, bends, Sap-wood or defects of any kind. No individual hard and sound knot shall be more than 2.5 cm. in diameter and aggregate area of all the Knots shall not exceed 1% area of the piece. There shall not be less than 5 growth rings per 2.5 cm. width.

IInd Class Indian Teak wood

Shall be similar to Ist. Class Indian Teak wood except that Knot up to 4 cm. diameter and aggregates area of all Knots up to 1.5% of the area of piece shall be allowed. There shall not be less than 4 growth rings per 2.5 cm. width.

9.8 Flush Doors (IS:2202)

All flush doors shall be ISI-stamped and obtained from approved manufacturer as listed, and shall be solid core phenol formaldehyde bonded and hot pressed exterior grade, Unless otherwise specified. Destructive tests as specified in the list of "Mandatory Tests" are to be carried out by the contractors at his cost. The shutter shall be provided with lipping.

9.9 Steel windows & Doors (IS: 1038, IS: 4351)

Steel windows and doors shall be fabricated out of steel sections confirming to IS: 226. They shall be obtained from approved manufacturers. They shall conform to IS: 1038 and shall be fabricated as described under specifications.

9.10 Glazed Tiles (IS: 777)

White or coloured glazed tiles of Ist. quality or standard quality shall be obtained from an approved manufacturer and shall be flat and true to shape. They shall be free from cracks, crazing, spots, chipped edges and corners. The glazing and colour shall be of uniform shade. Tolerance in dimension shall be +/- 1.0 mm in Sizes & 0.5mm in thickness. Testing as indicated in list of "Mandatory Tests" shall be performed and all charges thereof shall be borne by the contractor.

9.13 Kota Stone/Cudappah stone

Slabs shall of selected quality, hard, sound, dense and homogeneous in texture, free from cracks, decay weathering and flaws. Stone slabs shall be of uniform colour as approved by the Employer. They shall be machine cut and machine polished there specified and shall conform to the required size. Thickness shall be specified in the respective items.

9.14 Marble slabs

Marble slabs for flooring, dado, veneering etc. shall be of the kind specified in the items such as white or pink, Makrana, Chittor black, Jaisalmer yellow, Baroda green, and shall be selected quality hard, sound dense and homogeneous in texture and free from cracks, weathering, decay and flaws. Before starting the work the contractor shall get the sample of Marble slabs approved by the Engineer. The slabs shall be machine cut and machine polished.

The quality shall conform to the following characteristics:

Moisture absorption after 24 hrs.		
Immersion	:	Max. 0.4% by weight.
Hardness	:	Min. 3 on Mhos scale
Specific Gravity	:	Min. 2.5

The thickness shall be as specified with a tolerance of +/- 2 mm.

9.15 Glazing

Glass used for glazing shall be sheet glass unless otherwise specified, clear or obscured as directed by the Employer of approved quality, free from flaws, specks, bubbles and shall be 2.9 mm. thick up to 0.60 x 0.60 M size and for larger size it shall be 4 mm. thick unless otherwise specified in the Schedule of Quantities.

9.16 C.I. Rain Water Pipes

All C.I. pipes and fittings shall be of approved manufacturer free from cracks, chipped edges or corners and other, damages. The pipes shall be IS stamped.

9.17 Marble Mosaic tiles

Tiles shall conform to IS: 1237-1980. They shall be of sizes as specified with tolerances of \pm 1 mm. in length and breadth and +5 mm. in thickness. The tiles shall be manufactured with hydraulic pressure of not less than 140 Kg./sq. cm. and shall be given first grinding with machine before delivery.

9.18 Collapsible gates (IS: 10521)

These shall be of approved manufacturer and fabricated from sections consisting of vertical double channels each 18x 9x3 mm. at 100 mm c/s braced with flat iron diagonals 18x5 mm. and top & bottom runners of either Tees or 'E's with minimum web of 40 x 12 mm. and flange of 40x 6, all sections conforming to IS - 1977. The roller wheels shall be of grey iron castings and rivets shall be snap headed and not less than 6 mm. in dia.

The gates shall be provided with necessary bolts and nuts, locking arrangements, stoppers, handles etc. even if not specified.

9.19 Rolling Shutter (IS: 6248)

These shall be approved manufacturer and fabricated from M.S. laths 1.2.0 mm thick and 75 mm wide, in single piece machine rolled and straightened with an effective bridge depth of 16 mm. and shall be interlocked together throughout their entire length and jointed at the end with end locks. These shall be mounted on specially designed pipe shaft. The springs shall be preferably coiled type manufactured from high tensile spring steel wire or strip of adequate strength to balance shutter at all positions. The spring pipe shaft shall be supported on M.S. brackets and covered with M.S. sections as that of lath.

The guide channels shall be of M.S. deep channel pressed/rolled sections with thickness not less than 3.15mm and depth 60mm (up to 3.5 m wide) or 75mm (above 3.5 m width). The gap between legs should be just sufficient to allow free movement of shutter without making any rattling sound. The guide channels shall be provided with minimum three fixing

cleats or supports with a spacing not exceeding 750 mm for fixing to walls/columns etc. with bolts/screws.

9.20 Paints

Dry distemper, oil bound distemper, cement primer, oil paint, enamel paint, flat oil paint, plastic emulsion paint, anti-corrosive primer, red lead, yellow, zinc chromate, water proof cement paint shall be from an approved manufacturer as listed. Ready mixed paints as received from the manufacturer without any admixture shall be used, except for addition of thinner, if recommended by the manufacturer.

9.21 Cement Admixtures

Cement admixtures are to be obtained from approved manufacturer with the explicit approved of the Employer. The use of admixture containing Calcium Chloride, Fluorides, Nitrates and Sulphates is prohibited. The Employer's decision as regards use of admixtures is final and binding.

9.22 Hardware Fittings

The Hardware Fittings, Iron or Aluminum shall be obtained from approved manufacturer and IS stated, if available. The M.S. /Iron fittings are to be oxidized and Aluminium fittings anodized in natural colour mat satin finish, even if not otherwise specified.

9.23 Polysulphide Sealant

Polysulphide sealant should be obtained from approved manufacturers.

9.24 Mortars

Cement mortar shall be of proportions specified for each type of work in the schedule. It shall be composed of cement and sand. The ingredients shall be accurately gauged by measure and shall be well and evenly mixed together care being taken not to add more water than is required. No mortar that has begun to set shall be used.

If hand mixing is done in lieu of mechanical mixing, then it shall be done on pucca water-proof platform. The gauged materials shall be put on the platform and mixed dry. Water will then be added and the whole mixed again until it is homogenous and of uniform colour. The contractor shall use 10% extra cement for hand mixing for which no extra payment will be made.

10.0 Codes

Wherever references to IS codes are made, they shall mean the latest revision of the particular code under reference.

11.0 Vouchers

The contractor shall furnish to the Employer with vouchers on request to prove that the materials are as specified and have been purchased from the authorized stockist of the manufacturers and to indicate the rates at which the materials are purchased in order to

work out the rate analysis of the non-tender items which he may be called upon to carry out.

MANDATORY TESTS				
MATERIAL	TEST	TEST PROCEDURE	MINIMUM QTY	FREQUENCY
Lime	Chemical & physical properties of lime.	IS-6932	5 M tonnes.	10 M.T or part thereof.
Sand	a) Silt content	Field	25 Cum	25 Cum or part thereof.
	b) Bulking	Field	25 Cum	25 Cum or part thereof.
	c) Particle size distribution.	Field	50 Cum	Every 50 Cum or part thereof required for R.C.C work.
	d) Percentage of deleterious materials	Laboratory	100 Cum.	Every 100 Cum or part thereof.
Stone/coarse aggregate.	a) Soft & deleterious material.	IS-2386 (Part-II)		2 Nos.
	b) Particle size distribution.	Field	50 Cum	Every 50 Cum or part thereof for RCC work for rest of work as desired by the Engineer.
	c) Impact/Crushing strength.			2 Nos.
Bricks	a) Dimension			Every 50,000 or part thereof.
	b) Water	IS-1077-1986	1,00,000	Every

	absorption			1,00,000 or part thereof.	
	c) Efflorescence	-	-	One test for source of manufacture.	
	d) Compressive strength.	-	1,00,000	Two test for 1st lot of 1,00,000 and one test for every 2,00,000 or part thereof.	
Water	1. PH value				
	2. Percentage of solids.			One before undertaking the construction work.	
Cement, Concrete or RCC.	1. Slump	Field		Once a day or as desired.	
	2. Cube strength		I) 25 Cum or part thereof for slabs, beams and connected columns.	I) Every of 25 cum a days concrete.	
			ii) 10 cum for columns, lintels, chajjas etc.	ii) Every 10cum or part thereof.	
Brick tiles	a) Compressive strength absorption dimension.		50,000	For 50,000 or part thereof.	
	b) Efflorescence		50,000	One test per source.	
Marble	a) Moisture absorption	IS-1124	200 Sq M.	One for every 200 Sq M. Or part thereof.	
	b) Mohr's scale hardness				

Timber	Moisture content	As per	Is-287-1993		
	a) Stiles/rails in shutter		50 Sq M.	One for every 50 Sq M or part thereof.	
	b) Scantlings		1 cum	One for every 1 cum or part thereof.	
Aluminium door or window fitting.	Thickness of anodic coating.	IS-5523-1969	5,000/=(Value)	Every 5,000/= or part thereof.	
Terrazzo tiles.	i) Transverse strength	IS-1237	2000 tiles	2000 tiles or part.	
	ii) Water absorption	IS-1237	2000 tiles	2000 tiles or part.	
	iii) Abrasion test	IS-1237	2000 tiles	2000 tiles or part.	
Mortice lock	Testing of springs.	IS-2209-1976	50 Nos.	100 Nos. or part thereof.	
Glazed tiles	i) Water absorption	IS-777-1988	3000 Nos.	3000 or part.	
	ii) Crazing	IS-777-1988		3000 or part.	
	iii) Impact.	IS_777-1988		3000 or part.	
Steel	1. Tensile strength	IS-1529	20 M.T or part thereof of each dia.	Every 20.00 M.T or part thereof of each individual dia.	
Conforming to IS-1786- of 1986	2. Bend strength				
	3. 0.2% of proof stress/yield stress.				
	4. Elongations				

	5. Rebend test				
Cement	Compressive strength, Fineness Soundness Setting time (initial & final)		50 M.T	50,00 M.T or part thereof.	
Flush door				Destructive test No. of shutters.	
	I) End Immersion	IS-2202	22-65 66-100	1 2	
	ii) Knife		101-180 181-300	2 3	
	iii) Adhesive		301-500 501 & above.	4 5	
Rolling Shutter		IS-4454 (Part-I) Grade 2		1	One for entire work.
Pig lead	Composition	IS-782-1966		1	One for entire work.
Ordinary door closer		Para 5.1 & 8.1 of IS-3564-1986			

Note: The contractor shall arrange to obtain approval of the Employer to samples of basic construction materials and other materials as advised on the basis of test conducted on the material from an approved Govt. Laboratory.

LIST OF ACCEPTABLE MATERIAL

The contractor shall quote for the best of the materials specified below with ISI mark wherever applicable. The contractor shall obtain prior approval from the Bank / Architect before placing order for the specific materials agencies. In case of non availability of any of the approved/specified materials/agency. During the execution of the work, the Bank /Architect may approved suitable equivalent brand/agency and his decision shall be final and binding on the contractor and the price variations. If any shall be adjusted accordingly. CIVIL WORK

S.No	Description of material	Manufacturers
1.	Grey Cement (OPC 43 Grade) White Cement Putty	A.C.C , ULTRATECH, AMBUJA or equivalent Birla White, J.K. Birla White Putty
2.	Steel (Thermo Mechanically Treated Steel) High strength deformed bars or mild steel reinforcement	TATA, SAIL, JINDAL (PANTHER)
3.	Clay Bricks/Fly Ash Bricks	Good quality locally available material approved by Engineer / Architect
4.	UPVC frame for windows, Ventilator, glazing	Finesta, AGV ALFAB Ltd. or equivalent
5.	Flush Door Shutters	Century/ Archid / Green
6.	Aluminum Hardware/fittings	Jindal/Argent / Classic / Shalimar or equivalent
7.	Mortice Locks & Latches	Godrej or equivalent
8.	Water proofing material / compound.	CICO – I / Roff or equivalent
9.	Synthetic Enamel Paint	Jenson & Nicholsan / Asian / Nerolac / Berger or equivalent
10.	Vitrified tiles	Marbonite of HR Jhonson, Marbitto, Kajaria
11.	Ceramic tiles	Jhonson & Jhonson, Kajaria, Nitco
12.	Oil Bound Distemper	Jenson & Nicholsan / Asian / Burger / Nerolac or equivalent
13.	Plastic Paint	Jenson & Nicholsan / Burger / Nerolac/Asian or equivalent

14.	Melamine Polish	Asian paint, MRF, Nerolac or equivalent
15.	Hardeners	“Ironite” or equivalent.
16.	Red Oxide	“Asian” or equivalent.
17.	Waterproof cement paint / acrylic paint	Snocem India, Nerolac, Nitcocem or equivalent.
18.	Water seal (Epoxy-sterarate) compound.	As approved by Architect / Engineer
19.	Iron monjires and brass fittings	Jiranna / CIEF/ Shalimar / Everite.
20.	Glass	Modi / Saint Gobain
21.	Floor springs	Dorma/Everite / Hemco / Hyper or equivalent
22	Under deck Insulation	Lloyd Insulations (India) Ltd. / Navair Speciality Coating Or Equivalent

PLUMBING WORK

S.No	Description of material	Manufacturers
1.	Vitreous china sanitary ware (ISI mark)	Jaquar, Hindustan sanitary ware/ Cera.
2.	Seats & Covers solid (W.C.)	Jaquar, Hindware, Cera.
3.	PVC Low level flushing cisterns	Cera, Jaquar, Hindware
4.	C P Fittings / Toilet Accessories ISI Marked	Jaquar /CERA, Hindware/ ESS ESS
5.	CPVC/UPVC Pipes (S/W/R Pipes)	Supreme / Finolex / Prince
6.	Centrifungal cast CI Pipes & Fittings	RIF / Neco or equivalent
7.	G.I. Pipes (B/C -Class)	ITC / Tata / Zenith/Swastik or equivalent.
8.	G..I. Fittings (ISI Brand)	Unik / AMCO/Unik or equivalent.
9.	Gunmetal valves (Full way, check and globe valves)	Leader / Zoloto (with ISI mark) /Jindal/ Sant or equivalent.
10.	S.W. Pipes / Fittings & Gully traps	Perfect / Tirmurti / Bharat or equivalent.
11.	Ball valves	Voltec / Zoloto/ Jindal or equivalent.
12.	Stainless steel sinks	Nirali / Neelkanth or equivalent.
13.	HDPE Tanks	Sintex / Polycon / Unitank or equivalent.
14.	Mirrors	Modiguard, Saint-Gobin.
15.	C.I. Manhole Cover	RIF / BIC / Nicco or equivalent.
16.	Cast iron manhole cover & frame	CICO, Howrah, BIC, RIF, NECO , HEPCO, Bawa Foundry, Mohali
17.	Hydropneumatic Systems	Grund Fos / Crompton or equivalent.
18.	Water lifting Pump	Grund Fos / Crompton/C.R.I. or equivalent.

19.	Submersible Pump	Grund Fos / Crompton/C.R.I./Kirloskar or equivalent.
20.	Chemical Doser	Asia Lmi / Prominent / Ion Exchange or equivalent.
21.	Pressure Gauge	H. Guru or equivalent.
22.	Level Indicator	RM or Equivalent Approved Make
23.	Air Relief Valves	RB / Zolto/Leader or equivalent.
24.	Water Meter	Dasmesh / Capstain / Kaycee or equivalent.
25.	PVC Encapsulated footrest.	KGM or equivalent approved make
26.	C.I. Sluice valves	Kirloskar, Leader or equivalent with ISI mark on the body.
27.	A.C. Pipes	Everest Ramco or equivalent
28.	R.C.C. Pipes	Indian Hume pipe or equivalent
29.	Brass & Gun metal globe, gate valves, feet valves	Leader /NETA or equivalent with ISI marking on the body.
30.	Sanitary Fixture	Kohler/ Hindware / Jaquar/ Parryware / Cera or equivalent.
31.	Storage Heaters	Racold, Spherehot , Jaquar or equivalent.
32.	Fire Hydrant	Approved by local fire Brigade Authority
33.	Sand cast soil pipes and fittings	NECO sand cast / B.I.C. or equivalent.
34.	Bracket supports	Hi-tech/MS brackets as per drawings
35.	Toilet fittings i.e. Towel ring, Soap Dispenser, Robe hook etc.	Kohler / Jaquar / Parko/ ESS ESS or equivalent.
36.	Connection pipe-PVC	Kohinoor/Viking or equivalent.
37.	Butterfly valve	Intervalve/ CRI/Kirloskar or equivalent.
38.	PVC Fittings (Moulded)	Clarion / Finolex / Prince or equivalent.
39.	Non-return valve	Intervalve or equivalent
40.	UV filter	Alfa-level or equivalent
41.	Stainless Steel	Salem Steel or equivalent
42.	Marble Mosaic Tiles	Nitco / Bharat / Himalayan or equivalent
43.	Fire Door	RDG / Shakti / Metdor or equivalent
44.	RCC pipe	Indian Hume Pipe Co. / Spun Pipe Co. or equivalent
45.	Stoneware Pipe and fittings	Trimurti / Perfect Potters / Bharat

SIGNATURE OF CONTRACTOR WITH SEAL

Note:

1. Samples of all items shall be approved by the Architect / Engineer before use.
2. Bank may ask for the bills / cash memo **(In joint name of SBI branch and contractor)** of various items purchased by the Contractor from the market, for its satisfaction.
3. Work will be carried out as per tender specifications / drawings and instructions of Architect / Bank's Engineer.
4. Bank's Engineer /Architect shall first physically check all the materials brought by the contractor at site, as per the make / brand mentioned above and then allow the Contractor to use the same for work.