



STATE BANK OF INDIA

e-TENDER DOCUMENT FOR
PROPOSED CIVIL WORKS FOR D.G.M. CHAMBER & ALLIED WORKS AT
5TH FLOOR, A.O. BUILDING PANCHKULA.

(CIVIL WORKS)
TENDER NOTICE
THROUGH E-TENDERING PROCESS

Civil Contractors who are on the panel of SBI, CHANDIGRH
Circle, (LHO) in the Appropriate category are only eligible
(Contractors should submit proof of the same)

TECHNICAL BID

Last date for submission of e-tender: 29/11/22 by 1.30 PM

NOTICE INVITING TENDER (NIT)

NAME OF WORK: SBI invites e-TENDER FOR PROPOSED CIVIL WORKS FOR D.G.M CHAMBER & ALLIED WORKS at 5th FLOOR, AO BUILDING, PANCHKULA.

1	Name of the work	E-Tender Notice for PROPOSED CIVIL WORKS FOR D.G.M CHAMBER & ALLIED WORKS at 5th FLOOR, AO BUILDING, PANCHKULA
2	Cost of Tender Documents	NIL
3	Quantum of Earnest Money Deposit (EMD)	Rs.6,000/- Drafts/BCs shall be in favor of "State Bank of India, PANCHKULA" Payable at PANCHKULA. OR Submit stamped/signed copy of MSME/NSIC Certificate, indicating "provided exemption from EMD" and such certificate shall be valid on date of submission of the bid.
4	Date and Time where tender forms are available	From 17/11/22 till 29/11/22 up to 1:30 pm at www.sbi.co.in/ SBI in the News procurement-news and https://www.tenderwizard.com/SBIETENDER
5	Last date and time of submission of online Tender	29/11/22 Up to 01:30PM
6	Place, date & time for submission of e tender Contact person /telephonenumber/email address.	a) On line submission of e-Tender (Including Scanned Technical Bid and EMD) and Online Item rate Price Bid up to 29/11/22 Up to 01:30PM at https://www.tenderwizard.com/SBIETENDER b) Stamped & Signed Copy of Technical Bid & EMD in original (hard copy) shall also be submitted to : The Chief Manager, (HR) State Bank of India, Administrative Office, SECTOR-5, PANCHKULA Upto 29/11/22 Up to 01:30PM Contact: Officer-7696635981
7	Date, Time and Place of opening of e-Tender.	29/11/22 at 02:30PM The Chief Manager, (HR) State Bank of India, Administrative Office, SECTOR-5, PANCHKULA
8	Quantum of Security Deposit (percentage)	1. Initial Security Deposit (ISD) – 2% of the Tender value including EMD 2. Retention Money- 5 %of the running bills and Total deduction of 5% of value of work including EMD, ISD.

9	Terms of payment of Bills, if any (specify the minimum value of work for payment of running account bills)	Minimum value of Running bill value-4 Lakhs and above
10	Stipulated time for completion of the Work/supply.	30 Days from the date of the work order issued to the contractor
11	(Penalty clause) Liquidated Damages	@ 0.5% of the value of work per week of delay subject to a maximum penalty of 5% of the value of work would be strictly imposed.

12	Validity period of the tender.	Three (3) Months
13	Defect Liability Period	Twelve (12) Months
14	Eligible Taxes	<p>A) Income Tax & GST IT will be deducted at source as per Govt. Guidelines.</p> <p>B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following;</p> <ol style="list-style-type: none"> 1. Contractor should have GST Registration Number 2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision 3. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment 4. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor 5. The GST Number of State Bank of India are For PANCHKULA – 04AAACS8577K1ZX
15	Electronic Payment	Payment shall be made by way of Electronic fund transfer and the bill will be paid by the Branch . Firm should furnish details of the bank, a/c no, IFSC code
16	Agency for arranging on-line bidding	<p>M/s. Antares Systems Limited, Registered Office: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079, Karnataka. Help Desk: 7503347659 / 9044314492/ 9073677150/ 151 / 152 / 9674758506 / 9674758723/26 Contact Persons: (On working days 9 AM to 6 PM) 1.Mr. Pravesh No.: +91 9044314492 e-Mail: praveshmani.t@antaressystems.com 2.Mr. Kushal Bose Mobile No.: +91 9674758719 1. e-Mail: kushal.b@antaressystems.com</p>

17	Additional security Deposit	<p>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 between 92.5% 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</p> <p>If the L1 bidder refuses to give the ASD then the EMD will be forfeited, and the tender will be re-invited. The L1 bidder will not be allowed to participate in the retendering process</p>
18	Any additional Information	<p>The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes (excluding GST), wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work</p>
19	EVALUATION OF PRICE BIDS AND FINALIZATION	<ol style="list-style-type: none"> 1. Only those Bidders who qualify in Technical evaluation would be shortlisted and the online price bid submitted by the bidder will be opened. 2. The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Online bidding. 3. In case, the L1 amount quoted by two or more contractors is the same, such lowest contractors will again be asked to submit sealed / online "Revised price bid" on the original Estimated Cost of tender but the revised price bid shall, in no case, be higher than the price quoted during their initial offer for the project. The L1 shall be decided on the basis of revised offers. 4. The process of online rebidding amongst the two or more contractors offering same rates shall continue till L1 bidder is discovered. If required, SBI shall conduct reverse auction to discover the L1 bidder. 5 In case, any of such contractors or all contractors (who have quoted same tender amount in the initial bidding or subsequent bidding) refuse to submit revised offer, it shall be treated as "Withdrawal of tender" by the Contractor before acceptance by SBI and the EMD of such contractors shall be forfeited and they shall not be allowed to participate in the re-tendering process for the work. 6. If the final L1 bid is unreasonably low i.e. L1 bid is less by 10% or more of the Estimated Cost, the contractor shall submit additional Security Deposit in the form of PBG/DD for an amount equal to difference in the 92.5 % of the estimated cost vis-a-vis final tender amount quoted by the L1 contractor. PBG/DD to be submitted within 7 days from issue of letter from Bank.

		7. If the L1 bidder refuses to give the PBG, then the EMD will be forfeited and the tender will be re-invited. The L1 bidder will not be allowed to participate in the retendering process.
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1. Scanned copy of Technical Bid duly stamped & Signed along with EMD must be uploaded and the same in Original (hard copy) needs to be submitted at given address within due date of tender.
2. Firm can visit the website (<https://www.tenderwizard.com/SBIETENDER>) till last date of submission for changes. Corrigendum if any will be published only in <https://www.tenderwizard.com/SBIETENDER>
3. L-1 Tenderer signed copy of entire tender document should be submit within 3 days from date of tender opening.

**CHIEF MANAGER,
STATE BANK OF INDIA**

INSTRUCTIONS TO TENDERERS

1. Online, E-tenders are invited for **PROPOSED CIVIL WORKS FOR D.G.M CHAMBER & ALLIED WORKS at 5th FLOOR, AO BUILDING, PANCHKULA**
2. Submission of BIDs/Tender Documents: Tenders should be submitted online in the website <https://www.tenderwizard.com/SBIETENDER>. In addition, scanned copy of the declaration given in the tender to be signed with seal and scanned proof of dealership/empanelment letter certificate should be submitted on-line with our service provider on the website at: <https://www.tenderwizard.com/SBIETENDER>.
3. **Contractors should also submit/send Stamped and signed Technical Bid and EMD in original (hard copy) within due date of the tender at the office address mentioned in the NIT document.**
4. Contract documents consist of detailed plans, technical specification, schedule of quantities of the various classes of work to be done, and the set of 'conditions of contract' to be compiled with by the person whose tender may be accepted. The documents are available in the website <https://www.tenderwizard.com/SBIETENDER>
5. The Price Bid shall be filled online as item rate format.
6. **EMD amount (As mentioned in NIT)** is to be deposited in the form of Demand Draft/ Banker's Cheque payable at PANCHKULA and drawn in favor of State Bank of India, PANCHKULA, otherwise the tender is liable for rejection.
7. The successful tenderer will have to pay an amount of Initial Security Deposit, which shall be 2% of the accepted value of the tender, by means of D.D. in favor of **State Bank of India, PANCHKULA**. The Initial security deposit is to be paid by the Contractor to Bank within 7 days of intimation to him of the acceptance of the tender. No interest is allowed on the above said security deposit (EMD, ISD)
8. Retention Money: From each running bill, an amount at the rate of 5% of the gross value of the running bill shall be recovered as retention money, till the total retention amount including the EMD and ISD amounts already with the Bank become 5% of the value of the contract amount. This amount is called as Total Security Deposit, which consists of three components
 - a) EMD - Earnest Money Deposit.
 - b) ISD - Initial Security Deposits.
 - c) RM - Retention Money.

The total security deposit will be kept with the Bank. And total security deposit may be refunded after the end of defects liability period (**one year**), provided he has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract. In case of failure on the part to do so, the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit due to the contractor.

9. Completion of work:

- i) The work shall be considered as complete only when the certificate of virtual completion is issued by the architects/Bank.
 - ii) The 'defects liability period' as prescribed in the contract shall commence only from date of such virtual completion.
 - iii) Any defect that may appear within the defects liability period shall be rectified by the contractor within reasonable time on receipt of necessary instructions from Bank to that effect.
10. The acceptance of a tender will rest with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
 11. All compensation or other sums of money payable by the Contractor to Clients under the terms of this contract may be deducted from the security deposit, or from any sum that may be or may become due to the Contractor on any account whatsoever and in the event of the Security Deposit being reduced by reasons of any such deductions, the Contractor shall within 7 days of being asked to do make good in by DD any sum which have been deducted from his security deposit.
 12. Tender containing any condition leading to unknown / indefinite liability, are liable to be summarily rejected.
 13. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
 14. The tenderer should quote their (own) rates for undertaking the work.
 15. GST as applicable will be reimbursed by Bank as specified in NIT.
 16. All taxes other than GST, other statutory obligation in respect of this contract, as applicable, shall be payable by contractor including transportation and TA / DA of the workers at site and the Bank will not entertain any claim whatsoever in this respect
 17. I.T. will be recovered as per Government Rules
 18. Time is the essence of the contract. The work should be completed on time as mentioned in the NIT. The successful Contractor will have to give CPM/PERT chart of various activities of works to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 7 days from the date of acceptance of the tender.
 19. Tenders for works shall remain open for acceptance for a period of 90 days from the last date of tenders. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and condition of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy is at liberty to forfeit the earnest money.
 20. The successful tenderer, after the work is awarded, he will have to enter into an agreement with the competent authority of the bank.
 21. The tenderer must co-ordinate with the other agencies such as Interior/Furnishing/ Electrical/IT/Fire/AC etc.

22. The tenderer should visit the site to ascertain the working conditions and local authority regulations / restrictions if any and other information required for the proper execution of the work.
23. The work may be carried out on any floor level as per site condition. Please note that materials and machines are required to be carried on head load and the same must be accounted in the costing. Please note that no separate cost shall be allowed for head load.
24. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. Bank reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment / before. Contractor will be paid for the actual work done at the site duly verified by the concerned official of the bank.
25. The unit price shall be deemed to be fixed price. In case of extra items, a record of labour charges paid shall be maintained and shall be presented regularly to the Employer's for checking. The settlement will be made based on figures arrived at jointly and taking unit price given in the contract assigned to the successful Tenderer. In case of extra items where similar or comparable items are quoted in the tender, extra rates shall be based on tender rates.
26. If the rate quoted by the contractor for any item / items are not workable or abnormally lower than the market rate, the bank may demand Bank guarantee from the contractor for satisfactory completion of these work. The bank guarantee amount will be not less than 50% of the estimated amount of the items for which the rates are not workable or abnormally low. This bank guarantee will be released after completion of these works (unworkable and abnormally low rated items) to the satisfaction of the bank.
27. The contractor shall submit the bar chart/ CPM/ PERT as well as shall submit the insurance cover for the work in the form of CAR policy and Third-Party Insurance within seven (7) days from the acceptance of work order.
28. The work must be started within immediately from the date of receipt of work order/ mark out at site; whichever is later. In case of work not being started within this stipulated period, the bank reserves the right to cancel the work order duly forfeiting the Earnest money deposit
29. No employee of the Bank is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.
30. Contractor should get approval of the samples of materials in advance with Bank's Engineer before use of the same in the work'
31. Bank has the right to offer the contractor to modify the old material wherever/ whenever necessary instead of new supplies
32. The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes(excluding GST), wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work

33. The tenders shall summarily have rejected, if any one of the above said requirements has not been complied with.
34. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever
35. The contractor should fulfill the labour regulation guidelines stipulated by the governments
36. No advance payment in any form will be granted for the works proposed
37. Period of taking up the final bill will be one month from/ after satisfactory virtual completion or the date of submission of the final bill whichever is later.
38. Contractor is advised **not to engage child labour during the contract period**
39. The SBI reserves the right to cancel or postpone the tenders at any stage without assigning any reason.
40. Firm should be visit the website till last date of submission for changes/ corrigendum if any
41. Tender documents found partly or fully modified / altered/ corrected etc. shall stand summarily rejected
42. The make of materials should be chosen strictly from the approved makes as given in the tender. Using of the multi brands is not permissible. Single brand should be used for entire project.
43. ANY CLARIFICATIONS SOUGHT AFTER OPENING OF THE TENDERS WILL NOT BE ENTERTAINED AT ANY COST.

**CHIEF MANAGER,
STATE BANK OF INDIA**

FORM OF SUBMISSION OF TENDER
(To be filled by the tenderer)

**The Chief Manager (HR),
State Bank of India,
Administrative Office,
SECTOR-5, PANCHKULA**

Dear Sir/s,

REF: PROPOSED CIVIL WORKS FOR D.G.M CHAMBER & ALLIED WORKS at 5th FLOOR, AO BUILDING, PANCHKULA

I/We hereby declare that I/ We have carefully gone through the conditions laid down in the Notice Inviting Tender, General notes, General Conditions of Contract, Special conditions, Schedule of approximate quantities and rates, Form of Agreement, General Specification, Approved manufacturers/ natural source of materials Technical Specifications of schedule of quantities, and clearly understood all the same and on the basis of the same I/ We have quoted our rates in the Schedule of Quantities (i.e. BOQ) attached with the tender documents.

I / We do here by undertaken to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted.

I/ We are depositing Tender cost & Earnest Money Deposit (Amounts as per NIT) by way of demand draft drawn in favor of SBI, PANCHKULA; along with this tender for due execution of the work at my/ our tendered rates.

In the event of this Tender being accepted I/ We agree to enter into the agreement and submit the declaration on requisite non-judicial stamp papers as and when required and execute the contract according to your form of Agreement etc., in default whereof, I/ We do hereby bind my-self / ourselvesto forfeit the aforesaid deposit.

In the event of this Tender being accepted I/ We agree to obtain the labor license and the CAR and Third party insurance policy and deposit the balance E.M.D. amount and adhere/comply to all other instructions as given in TENDER DOCUMENT.

I / We further agree to complete the work included in the said schedule of quantities as mentioned in NIT from the date of the work order issued to commence the same.

Date of commencement shall be either one week from the date of work order issued to the contractor or the date on which mark out of work at site has been given to contractor; whichever is later.

I / We agree not to employ sub-contractors other than those that may be approved by Employer.

I / We agree to pay all taxes(except GST), insurance charges as prevailing from time to time, on such items for whom same is to be levied by/ for the government, and the rates quoted by me / us are inclusive of all the same.

Yours Faithfully,
Contractor's Signature _____
Name: _____
Address: _____

Signature of Witness:
1
2.
3.

GENERAL NOTES

1. PROCEDURE OF FILLING AND SUBMISSION OF TENDER

- a) Submission of BIDs/Tender Documents: Tenders should be submitted online in the website <https://www.tenderwizard.com/SBIETENDER>. In addition, scanned copy of the declaration to be signed with seal and scanned proof of valid dealership certificate should be submitted online with our service provider on the website at: <https://www.tenderwizard.com/SBIETENDER>.
- b) In the event of the tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so, and if called for, the legal documents in support thereof must be produced for inspection and the same in the case of the firm carried out by one member of a joint family. It must disclose that the firm is duly registered under the India Partnership Act. Any tender signed by a member not holding a power of attorney shall be treated as invalid.
- c) Tenderer shall note that their tenders shall remain open for acceptance for a minimum period of three months from the last date of receipt of tenders. The tenders must be unconditional. Conditional tenders may be summarily rejected.

2. RATES TO INCLUDE:

While quoting their rates the tenderer should include the following if otherwise not stated herein before.

- a) Necessary cost of taking samples of materials supplied by them for the work, testing of the same at Govt.'s / approved laboratory including transportation, cost of the samples, as and when required.
- b) Submission of test reports of other materials as may be specified by Bank's Engineer.

3. STORAGE OF MATERIALS:

The contractor shall not store their materials and debris within the premises other than the work site handed over to him.

5. LABOUR HUTMENT:

Shelter or stay and other amenities for the labors have to be arranged by the contractor at his own expense and responsibility (outside the Bank premises).

6. IDLE LABOUR:

In case the work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from Employer or for any of the conditions, the contractor shall be allowed reasonable extension of time by the employer but any claim for idle labour shall not be entertained by the employer. Contractor's quoted rates should include for all such contingencies.

7. The contractor shall engage one competent person at site who shall take the instructions from the Employer. The work should not suffer due to lack of supervision, manpower and materials.

8. The Contractor is required to co-ordinate his works along with other agencies working at site. He has to reimburse any of the damage made by him or any of his representatives for any of the other agency or owner at site.

9. Making of any cut-out / opening for electrical wiring / fitting in any of false ceiling, partition, Paneling, masonry work etc., and providing panels of the same finish in partitions, paneling shall not be paid extra.

10. The contractor is required to fabricate a sample where required, or any item so installed for approval. Any changes made by the Architect/Employer, in the sample to the specifications as mentioned in the tender, shall not be deducted or paid extra.

11. All measurements given in the schedule hereunder are for the purpose of tender only. Payment will be made on actual measurement of the work done

12. All measurements shall be as per relevant I.S. standards

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and, in the drawings, the work shall be carried out as per standard specifications and under the direction of Employer.

1. INTERPRETATION

In constructing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

- a) **Employer:** The term employer shall denote **SBI (State Bank of India having Administrative Office at PANCHKULA)** and any of its employees representative authorized on their behalf.

- b) **Architects / Consultants:** The term Architects shall mean the Architects appointed by the employer for the purpose of preparing detailed drawing, supervision etc. It is the Bank to decide whether to appoint Architect or not and to change the Architect at any stage of work.

- c) **Contractor:** The term contractor shall mean _____ (Name and address of the contractor) and his / their heirs, legal representatives, assigns & successors.

- d) **Site:** The site shall mean the site where the works are to be executed, i.e. civil works, at SBI Office including any building and erection thereon, allotted by the employer for the contractors use.

- e) **Site Engineer:** Any Engineer appointed from time to time by the Employer and certified in writing to the Architects and the Contractor, to be positioned at site to supervise the work.

- f) **Drawings:** The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer or Architects during the execution of the work.

All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Employer / Architects shall be given access to such drawings or schedule of quantities wherever necessary.

In case any detailed Drawings are necessary contractor shall prepare such detailed drawings and / or dimensional sketches therefore and have it confirmed by the Employer as case may be prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

- **“The Works”** shall mean the work or works to be executed or done under this contract.

- **“Act of Insolvency”** shall mean any act as such as defined by the Presidency MAINs Insolvency Act or in Provincial Insolvency act or any amending status.

- **“The Schedule of Quantities”** shall mean the schedule of quantities as specified and forming part of this contract.
- **“Priced Schedule of Quantities”** shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.
- **“Contract”** shall mean the Articles of Agreement, the general conditions special conditions, the appendix, the schedule of quantities, specifications and drawings attached here to and duly signed.
- **‘Contract Price’** shall mean the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions hereafter contained.
- **‘Notice in Writing’** or written notice shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- **‘Net Prices’** any arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items if the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum. Providing always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression ‘net rates’ or ‘net prices’ when used with reference to the contract or account shall be hold to mean rates or prices so arrived at.
- **‘Virtual Completion’** shall mean the premise is in the opinion of the Employer fit for occupation.
- Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice verse where the Context requires.

2. SCOPE OF WORK/ CONTRACT

The Brief Scope of work involves the following.

1. Civil Works.

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Architect with approval of Employer or Employer issue further drawings and/or written instructions, detailed directions and explanations which hereafter collectively referred to as ‘Instructions’ in regard to:

- The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- Any discrepancy in the drawings or between the schedule of quantities and / or drawings and /or specification.
- The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- The demolition removal and / or re-execution of any work executed by the contractor/s.
- The dismissal from the work of any persons employed there upon.
- The opening up for inspection of any work covered up.
- The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (Defect Liability Period).

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's or his agent / Architect's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer's or his agent / Architects shall, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer. The employer as provided in clause "variation" shall fix rates of items not mentioned in the priced schedule of quantities. Regarding all factory-made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

3. TENDERER SHALL VISIT THE SITE

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition. Work to be done in phase manner.

4. TENDERS

The Employer reserves the right to reject the lowest or any tender.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer/Architects detailed analysis of any or all the rates shall be submitted. The Employer/Architects shall not be bound to recognize the contractor's analysis.

The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract, unless otherwise specified.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any items of work will be made for the actual work done on the basis of lump sum charges as will be assessed to be payable by the Employer / Architects.

The employer has power to add, omit from any work as shown in drawings or described in specifications or include in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of three months from the date of opening of the tender.

5. AGREEMENT

The successful contractor will be required to sign agreement in accordance with the draft agreement enclosed and the schedule conditions. The contractor shall pay for all stamps and legal expenses, incidental thereto. However the written acceptance by the employer of a tender will constitute a binding contract between the employer and the person so tendering such formal agreement is subsequently executed.

6. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities, and / or any water, lighting and other

companies, and / or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer / Architects written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer / Architects on receipt of such intimation shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer The Contractor shall identify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Employer/ Architects, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, coat and charges of all and every sort that may be legally incurred in respect thereof.

7. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all taxes (except GST) and duties royalties, cess, local charges if applicable. No extra claim on this account will in any case be entertained.

8. NOTICES AND STATUTORY REGULATIONS:

The contractor shall give all notices and pay all fees and shall comply all Acts and Regulations for the successful completion of the contract works.

The whole of the work is to be complied with as per the requirements and bylaws of the relevant statutory authorities including contract labor (Regulation and Abolition) Act 1970.

9. QUANTITY OF WORK TO BE EXECUTED

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure shall be considered to be approximate and no liability shall attach to the employer for any error may be discovered therein. The Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

The Contractor shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and / or the Schedule of Rates and Prices, which rates and prices shall cover all things necessary for the completion of the works.

10. OTHER PERSONS ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by the other Agency, or persons and contractor shall allow all reasonable facilities and use of his scaffoldings for the execution of such work. The main contractor shall extend all cooperation in his regard.

11. Tenderer should deposit EMD as mentioned in the NIT.

12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provide that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing , refer the same to the Employer / Architects whose decision shall be final and binding.

13. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with to complete the same. On or before the 'Day of Completion' stated in the Appendix subject nevertheless the provision for the extension of time hereinafter contained.

If in the opinion of the Employer/Architect the works be delayed:

- a) By force major or
- b) By reason of any exceptionally inclement weather or
- c) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's own default or
- d) By the works or delays of the contractor's tradesmen engaged or nominated by the Employer /Architect and not referred in the Schedule of Quantities and / or specifications or
- e) By reason of Furnishing, commotion, local combination of workmen or strike or lock-out effecting any of the buildings traders or
- f) In consequence of the Contractor not having in due time, necessary instructions from the Employer for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions, the employer shall make a fair and reasonable extension of time for completion of the Contract works

In case of such strike or lock-out, the Contractor shall as soon as possible give written notice thereof to the employer, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the employer to proceed with the work.

The Contractor on starting the works shall furnish to the Employer / Architect a PERT / CPM Program for carrying out the work stage in the stipulated time for the approval of Architect / Employer and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of the work in stipulated time. A graph or chart on individual work shall be maintained showing the proportionate progress of work week by week a weekly progress report stating the number of skilled and unskilled laborers employed on the work, working hours done, place, type, and quantity of work done during the period.

The Contractor must inform the employer within 10 days in advance of all drawings and detailed required by him from time to time. The Contractor shall adhere to the approved program and arrange for the materials and labour etc. accordingly.

Despite repeated instructions, if the Contractor fails to show proportionate progress of the work, the Architect / Employer may take suitable action and deemed fit without prejudice to any terms and conditions of the contract

14. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Employer /Architects within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the completion date.

If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at 0.5% of contract amount for each week beyond the date that the work remains incomplete subject to maximum of 5% of the contract value

15. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS.

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with

the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer / Architects during the execution of the work and to his entire satisfaction.

All mandatory tests shall be carried out as per CPWD specifications. If required by the Employer / Architects, the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer / Architects at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges, transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account should in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charges for import duties, and other charges and must be the best of their kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. **Samples of all materials to be used must be submitted to the Employer when so directed by the Engineer and written approval from Employer must be obtain prior to placement of order.**

Any damage (during the work) to any part of the work or to the premises for any reasons due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the contractor at his own expenses.

Contractor should take all precaution to safeguard the flooring and if any damages to the flooring should be rectified by the contractor in the same quality at his own cost.

16. REMOVAL OF IMPROPER WORK

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer / Architects are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer / Architects shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, shall relieve the contractor from his liability in respect of unsound work or bad materials.

17. SITE ENGINEER

The Employer may appoint a Site Engineer or clerk of works who shall be representative of the Employer. The duties of the Employer representative are to watch and supervise the works and to test any materials to be used of workmanship employed in connection with the works. He shall have no authority either to relieve the Contractor of any of his duties or obligations under the Contract, or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The contractor shall afford the Employer's representative every facility and assistance for examining

the works and materials and checking the measuring time and materials. Neither the Employer's representative nor any assistant to the Architect shall have power to revoke, alter enlarge or relax the requirements of this Contract, or to Sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Employer. The Employer's Representative shall have to give notice to the Contractor or his foremen about the non-approval of any work or materials and such works shall be suspended or the use of such material should be discontinued until the decision of the employer/Architect is obtained, the work will from time to time be examined by the Architect or the Employer's representative but such examinations shall not in any way exonerate the Contractor from the obligation to remedy defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this cause, the Contractor shall take instruction from the Architect / Employer.

18. CONTRACTOR'S EMPLOYEES

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer / Architects. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall not employ labour below the age of sixteen years and who is not an Indian National.

Any laborer supplied by the contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

LOCAL LAWS, ACTS, REGULATIONS

The contractor should abide by the central labour regulation and also shall strictly adhere to all prevailing labour laws inclusive of contract labour (Regulation and abolition act of 1970) and other safety regulations. The agency shall comply with the provision of all labour legislation including the latest requirements of all the acts, laws, any other regulations that are applicable to the execution of the tests.

- Minimum wages act, 1948 (Amended)
- Payment of wages act, 1936 (Amended)
- Workmen's compensation act 1923 (Amended)
- Contract labour Regulation and Abolition act 1970 and Central rules 1971 (Amended)
- Chief Labour Commissioner(C) , Ministry of Labour & Employment vide Gazette notification No.F.No.1/13(3)/2017-LS-II dated 20th April 2017 on minimum wages
- Apprentice act 1961 (Amended)
- Industrial employment (Standing order) Act 1946 (Amended)
- Personal injuries (compensation insurance) Act 1963 and other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Shop and Establishment Act
- Employer's Liability Act.
- Any other Act or enactment thereof and rules framed there under from time to time.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The contractor shall comply at his own cost with the order for requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper

environmental sanitation of the area where the contractor's laborers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same. The contractor shall arrange to provide first aid treatment to the laborers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works report such accident to the Employer and also to the competent Authority where such report is required by law.

19. DISMISSAL OF WORKMEN

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or incompetent or who may misconduct him. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

20. ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress

21. INSURANCE & DAMAGE TO PERSONS AND PROPERTY ETC.

The contractors under the terms of the contract are required to keep the works duly insured under CAR Policy (Contractor All Risk Policy) as well as third Party Insurance for the value of 110% of the Project value or Tender value until the Completion of the project or handing over whichever is later. The insurance policies should be taken in the joint names by the contractors and the same should be renewed at appropriate time.

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alias, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to the person or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts on compensation or damage consequent upon such claim.

The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

The contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect must be effected jointly in the name of the Employer and contractor and the policy lodged with the Employer. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be affected from the very initial stage. The contractor shall be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

22. MEASUREMENTS

Before taking any measurement of any work the Site Engineer or employer's representative shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and contractor shall have no right to dispute the same.

The Employer / Architect shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificates named in these documents.

23. PAYMENTS

All bills shall be prepared by the contractor in the form prescribed by the Employer's / Architects. Normally one interim bill shall be prepared each month subject to minimum value as stated in these documents.

The bills in proper forms must be duly accompanied by detailed measurements in M-book in support of the qualities of work done and must show deductions for all previous payments, retention money, etc.

The Architect shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificates named in these documents.

The Employer will deduct IT, other applicable taxes if any (but GST is reimbursable) and retention money as described in this document. The refund of retention money will be made as specified.

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removal and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one week of the date fixed for completion of the work or of the date of certificate of completion and payment shall be made within one month from the date of receipt of the bill.

Final Payment

The final bill shall be accompanied by a certificate of completion from the Architects. Payments of final bill shall be made after deduction of Retention Money as specified, which shall be refunded after the completion of the Defects Liability Period after receiving the Branch Manager/Engineer's certificate that the contractor has rectified all defects to the satisfaction of the Employer. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

24. VARIATION / DEVIATION

The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. The Employer / Architect can increase or decrease any quantities to any extent or even delete particular item as per the site requirements and the contractor shall not be paid anything extra on this account. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account.

The price of all additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads.

25. SUBSTITUTION

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

26. CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site all machinery, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer/Architects.

27. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, which may appear within 12 months after completion of the work. In the default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the contractor from the amount retained (retention money) together with any expenses the Employer may have incurred in connection therewith.

28. CONCEALED WORK

The contractor shall give due notice to the Employer/Architects whenever any work is to be covered up or finished up or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such covering, in default whereof the same shall, at the opinion of the Employer/ Architect be either opened up for measurement at the contractor's expenses or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer / Architects shall be accepted as correct and binding on the contractor.

29. IDLE LABOUR

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

30. SUSPENSION OF WORKS

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given, the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein pre-scribed, the employer may proceed as provided in clause 31 (Termination of Contract by Employer)

31. TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number or amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor to remove his surplus materials after receipt by him the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the contractor for the amount so realized.

Any expenses or losses incurred by the employer in getting the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

32. ARBITRATION

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided. For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed from the following categories of Arbitrators”:-

- a) Retired High Court/Supreme Court judge who have experienced in handling Arbitration Cases.
- b) Member of Council of Arbitrators
- c) Fellow of the Institution of Engineers
- d) Eminent Retired Chief Engineer from State/Central PWD/Public sector undertaking of good reputation and integrity
- e) Fellow of Indian Institute of Architects

The contractor shall on receipt of the names as aforesaid, select any one of the person's name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Competent Authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from panel as the Sole Arbitrator and communicate his name to the Employer. 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 as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his Sole discretion.

The award of the Arbitrator shall be final and binding on the both the parties.

Subject to aforesaid the provisions to the Arbitration Act. 1992 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration

SPECIFICATIONS FOR SERVICES

- **General**
- 1.1 The drawings for services are diagrammatic but shall be followed as closely as actual construction permits. Any deviations from the drawings shall be in conformity with Consultant Ural and structural drawings. The dimensions designated by the manufacturers shall take precedence over the drawings.
- At completion of work the Contractor shall submit one set of tracings and two sets of prints of “As-Built-Drawings”. These drawings shall, among others, include invert levels, pipe runs, diameters, location of valves, access panels, layout of equipment, piping connections and such other information for maintenance & future extensions. Guarantees given by manufacturers shall be assigned to the Employer along with names & addresses of manufacturers, suppliers and information about spare parts.
- All site test shall be carried out with prior intimation to the Bank Engineer / Consultant. All defects shall be rectified, and tests conducted again to the satisfaction of the Bank Engineer / Consultant. In addition to the test required by the specifications, the Contractor shall also conduct tests required by the Consultant and by the Municipal or other Authorities.
- All work shall be executed by competent and licensed persons. The contractor shall maintain liaison with Municipal and other controlling Authorities. He shall obtain their approvals and certificates as required by the bye – laws at appropriate stages.
- No cutting / chasing shall be done in load bearing structural members without prior approval of the Asstt. Engineer. Sleeves and openings shall be provided during the progress of construction in preference to cutting at later date.
- The Consultant may require typical mockup(s) to be installed in advance for approval. Undamaged materials from the mockup shall be allowed to be reused in the work.
- Unless otherwise described in the item CI / SCI pipes and fittings shall be a spigot and socket type.
- G.I. pipe spouts shall be paid as per item of G.I. pipes (internal work). Cutting and making good is included. The free ends may be skew cut.
- Wherever use of G.I. pipes is called for the same shall be medium class (class – B)
- **Materials:**
- 2.1 The materials shall conform to the specifications and in absence thereof to Indian Standards. The products should bear the ISI Mark.
- 2.2 The makes of materials for use in this work are broadly approved as per list given below. The Contractor shall, however, get particular makes and samples approved before ordering:
- 2.3 Notwithstanding any interim or final approval the Contractor remains responsible for satisfactory performance of all fittings & fixtures. The liability of the Contractor is not limited by any approval of the make of materials.
- 2.4 The item rate of mirror includes extra packing piece of AC plain sheet, where required due to offset between plaster & glazed tiles surface.
- **Testing**
- The sand cast iron soil, waste and vent pipes and fittings including joints shall be tested by pumping smoke into the pipe at the lowest end.
- All G.I pipes and fittings including joints shall be tested to hydraulic pressure of 6 kg / cm² (60 meters) avoiding water hammer. The test pump having been stopped the test pressure should maintain without loss for at least half an hour. The pipes and fittings shall be tested in sections as the work of laying proceeds keeping the joints exposed for inspection during the testing.

- All stone ware pipes shall be tested with water pressure of 1.5m head of water at the highest point of the section under test.

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 rungs shall not be more than 30 cm. When a ladder is used an extra handrail 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 2022 between the **Chief Manager, SBI** (Hereinafter referred to as the "Employer/Owner/client" 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 (**PROPOSED CIVIL WORKS FOR D.G.M CHAMBER & ALLIED WORKS at 5th FLOOR, AO BUILDING, PANCHKULA**) shall herein after referred to as "Project".

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

WHEREAS the contractor submitted his Tender Documents containing Notice Inviting Tender, General notes, General Conditions of Contract, Special conditions, Schedule of approximate quantities and rates, Form of Agreement, General Specification, Approved manufacturers/ natural source of materials, Declaration, Technical Specifications as in Schedule of Quantities etc. for the above said project, (Hereinafter collectively referred to as the "said conditions"), duly signed on each page as a token of his acceptance of the same, along with requisite Cost of tender and Earnest Money Deposit

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.

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance NO. _____ dt. _____ and has also deposited with the Employer a sum of Rs. _____ which with the Earnest Money of RS. _____ forms the requisite Security Deposit @ 2 % of the accepted Tender Value of Rs. _____.

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 Document submitted by the Contractor including the "said conditions", N.I.T and Schedule of quantity.

III. All correspondence between the Employer 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. _____

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 project works shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor by the said 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 stated before, 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 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 the PANCHKULA thereto. The decision of the arbitration shall be final and binding on both the parties.

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

Signed and delivered for and on behalf of

State Bank of India, Shri. _____ its duly authorized 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 authorized official, in the presence of –

1. (Name and Address)

2. (Name and Address)

The Chief Manager (HR), SBI

READ, UNDERSTOOD AND ACCEPTED

SIGNATURE OF THE CONTRACTOR WITH SEALDATE

DECLARATION

**TO
THE CHIEF MANAGER (HR),
STATE BANK OF INDIA
ADMINISTRATIVE OFFICE,
SECTOR-5, PANCHKULA**

**NAME OF THE WORK: PROPOSED CIVIL WORKS FOR D.G.M CHAMBER & ALLIED WORKS at 5th
FLOOR, AO BUILDING, PANCHKULA**

I/We _____ have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Conditions of Contract, Technical Specifications, Bill of Quantities, approved makes and understood the same and on the basis of the same I/We quoted our rates in the Schedule of Quantities attached with the tender documents.

We accept all the terms and conditions of tender documents. We will abide by the technical specification mentioned in the tender. We here by undertake to use only specified material/ make as per the tender schedule.

For any type of deviation (to any of above or subsequent instructions), it will be my/ our responsibility to obtain the written instruction of the Engineer-in-charge for the same failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace the all deviated material/ works from the site at my/ our cost as well as I shall be liable to penalized by the employer as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

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

Witness:

Signature of Tenderer

Address _____

Date: _____

SCHEDULE OF APPROXIMATE QUANTITIES AND RATES

I. The quantities given herein are those upon which the lump sum cost of the work is based. They are subjected to alterations omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of the work to be done. The unit rate noted below are those governing payment of extras or deductions for omissions, according to the conditions of the contract as set forth in the preliminary specifications of the Bank detailed standard specifications and other conditions or specifications of this contract.

II. It is to be expressly understood that the measured work is to be taken net (notwithstanding) any custom or practice to the contrary according to the actual quantities when in place and finished according to the drawings or as may be directed from time to time by the Architects, and the cost calculated by measurements or weight, at the respective prices, without any additional charge for any necessary or contingent works connected there with. The rates quoted are for work in site and complete in every respects.

III. If any operation of work, which is specified in the respective items mentioned in the schedule of quantities, is not executed by the contractor then proportionately the rate quoted in the schedule shall be re-fixed.

**SIGNATURE OF THE CONTRACTOR
WITH DATE**

SPECIFICATIONS / BRANDS / MAKE OF ITEMS TO BE USED FOR CIVIL WORKS.

	VITRIFIED FLOOR TILES	EMSER/JHONSON/NITCO/KAJARIA/Sunheart
	Cement	Ultratech/ACC/Ambuja
	UPVC Sections	REHAU/ FENESTA / ENCRAFT
	UPVC Windows Hardware	Kinlong
	Paint/Polish	Asian Paints/ICI / Sirka