



Deputy General Manager, State Bank of India,
1st Floor Lakshya Building,
Amrik Singh Road Bathinda - 151001

SHORT TERM TENDER FOR

FOR TILING WORKS & DRAIN GRATING WORKS AT STATE BANK OF INDIA, ADMINISTRATIVE OFFICE BUILDING, URBAN STATE PHASE-II BATHINDA. TENDER DOCUMENTS

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

MAIL ADDRESS : _____

NAME & PHONE NO.
OF CONTACT PERSON: _____

NOTICE INVITING TENDERS

Sealed tenders (two envelope system) are hereby invited on behalf of **The Deputy General Manager (B&O), State Bank of India, AO BTI** for “for tiling works & drain grating works at state bank of India, administrative office building, urban state phase-ii Bathinda. ” The only civil/Interior Furnishing Empanelled Contractors of appropriate category are eligible to participate in this tender.

The details of tender are as under:		
SN	Particulars	Details
	Estimate amount	
1	Name of work	for tiling works & drain grating works at state bank of India, administrative office building, urban state phase-ii Bathinda
2.	Time allowed for completion	15 days from the date of commencement.
3.	Cost of tender documents	Nil
4.	Last date & time for submission of Price Bid	21-12-2023 on or before 12.30 pm. Note: It is sole responsibility of the bidder to ensure submission of their Tender documents by stipulated date and time at specified address failing which they will not be eligible to participate in Tendering process
5.	Address at which the tenders are to be submitted	Technical bid and Price bid submitted offline in the office of The Deputy General Manager (B&O), State Bank of India, AO BATHINDA at above mentioned address.
6.	Date and time of opening of technical bid	Offline 30-12-2023 after 3.00 pm.
7.	Place of opening of technical bid	At the office of The Deputy General Manager (B&O), State Bank of India, AO BATHINDA at above mentioned address.
8.	Opening of price	Offline At the office of The Deputy General Manager (B&O), State Bank of India, AO BATHINDA at above mentioned address of only qualified technically bidders. The Exact date will be advised later.
10.	Defects Liability Period	12 months from the date of completion
11.	Validity of offer	90 days from the date of opening of tenders.
12.	Liquidated Damages	At the rate of 0.5% of the contract value per Week of delay subject to a maximum of 5% of the accepted contract value.

13.	Earnest Money Deposit	₹5,000/- (Five thousand Only) by crossed Bank draft/ Banker's cheque drawn in favour of State Bank of India payable at Bathinda. The tenders without earnest money will be rejected.
14.	Additional Security Deposit	In case L-1 bidder quotes abnormally low rates (i.e. 7.5% or more, below the estimated project cost), such bidder will be required to deposit additional security deposit or additional performance guarantee (ASD/APG) equivalent to difference between 92.5% of estimated cost put to tender and quoted price. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name but drawn on any nationalized bank. On successful completion of work ASD/APG 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/APG or to forfeit such ASD/APG as the case may be within its sole discretion.
15.	For any technical clarification please contact the Bank well before the last date of submission in written and Bank will clarify the same on Bank's portal. The firms who had been debarred from sbi are ineligible to apply in this tender.	
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 tenderers are liable to be rejected	
17.	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.	
18.	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. Also, Bank can cancel the entire bidding process at any time without assigning any reason whatsoever.	
In case the L-1 bidder does not perform as per the expectations of SBI or invariably delays the project without mentioning the reasons on the hindrance register counter-signed by both the parties, then SBI will be at liberty to de-scope the work from L-1 bidder & give the same to L-2 bidder on same rates as mentioned in the price bid of L-1 bidder.		
In case the date of opening of tenders is declared as a holiday, the tender will be opened on the next Working day at the same time. SBI has the right to accept/reject any/ all tenders without assigning any reasons.		

For and behalf of State Bank of India

MODE OF SUBMISSION OF TENDER :

The tender shall be submitted **OFFLINE** in two cover system in accordance with the procedure detailed herein below. Specified documents shall be sealed in envelopes of appropriate size each of which shall be sealed.

1) First Envelope marked cover-1 shall contain covering letter, technical and commercial terms, duly signed and requisite EMD, is to be deposited at the office of **The Deputy General Manager (B&O), State Bank of India, AO BATHINDA** at above mentioned address, latest **by 30-12-2023 upto 12:30 PM.**

2) Second Envelope marked cover-2 shall contain only the copy of priced Bill of Quantities duly filled **OFFLINE**, duly signed, is to be deposited at the office of **The Deputy General Manager (B&O), State Bank of India, AO BATHINDA** at above mentioned address, latest **by 30-12-2023 upto 12:30 PM.**

3) Opening of technical Bid:

- 1) OFFLINE
- 2) Cover 1 containing the EMD & covering letter, terms and conditions, if any, will be opened first.
- 3) After opening of cover 1 and after evaluating the clarifications/ conditions , if any ,stipulated by the contractors , i.e. if the vendor are qualified, cover 2 containing priced Tenderers will be opened **offline** of those qualified vendors.

State Bank of India has the right to accept /reject any or all tenders without assigning any reasons.

Yours faithfully,

---S/d---

Signature of the Tenderers

The Deputy General Manager
(B&O) AO Bathinda

MODE OF SUBMISSION OF TENDER: OFFLINE

- The tender shall be submitted in accordance with the procedure detailed below:
 - Technical and price bids will be submitted offline At the office of The Deputy General Manager (B&O), State Bank of India, AO BATHINDA at above mentioned address
1. After opening of the sealed envelope and evaluating the conditions, the Technical bids will be opened offline of the contractors who are found compliant in the above.
 2. Technically Qualified contractors as above shall be invited to be present when the price bids are opened offline. However, price bids will be opened in the absence of Contractors if they choose not to be present.

Yours Faithfully,

Deputy General Manager (B&O)

Administrative Office

Bathinda

INSTRUCTIONS TO THE TENDERERS

SCOPE OF WORK

Tenders are invited by “Deputy General Manager (B & O), State Bank of India ,Administrative Office, Bathinda” for for tiling works & drain grating works at state bank of India, administrative office building, urban state phase-ii Bathinda.

SITE AND ITS LOCATION

The proposed work is to be carried out at State Bank of India, Administrative office building, Urban State phase-II Bathinda.

2.0 SITE VISIT

2.1 The tenderers must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderers are requested to 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 requirements, traffic regulations etc.

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

3.0 Earnest Money Deposit

3.1 The tenderers are required to submit Earnest Money Deposit along with technical bids of prescribed amount as mentioned above.

4.0 Initial Security Deposit NIL

5.0 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 Nationalized /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 1 year 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 soon after 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

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

6.0 Completion Period 15 days from the date of work order.

7.0 Validity of Tender

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

8.0 Liquidated Damages

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

9.0 Rates and Prices

10. In case of item rate tender

The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed. The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

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

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

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

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

The rate quoted shall be firm and shall include all costs, allowances, taxes, VAT, levies, GST etc.

GENERALCONDITIONSOFCONTRACT

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 therein including the 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.

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

“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.

‘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.

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 here under and work to be done by the Contractor/ Vendor under the contract.

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

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

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

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

“Month” means calendar month.

“Week” means seven consecutive days.

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

SBI's Engineer" shall mean The Civil/ Electrical Engineer in – charge of the Project.

2.0 CLAUSE

1.0 Total Security Deposit: The Total Security deposit comprise of

a) Retention Money

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 Nationalized /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 1 year 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 soon after 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 there on 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 there upon.

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 tenderers shall be bound to implement the contract and within 15 days there of 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 bank/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 of 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. Representative/ workman whose work or behavior is found to be unsatisfactory by the SBI, the contractor is liable to remove such representative/ workman 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 observe 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 under let the contract or any part or share thereof or interest there in 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 of 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 in 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 or to make any alterations or additions 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.

- (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.
- (iii) 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.
- (iv) 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.
- (v) 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 Bank /consultant at or before the end of the week following that in which the work has been executed.
- (vi) 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 virtual 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 whom 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 construction 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 15 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 10 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 he will 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/ 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, which in any case should not be more than 5% of the total work order amount provided to the Contractor.

“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 Bank / 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 work or so 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. 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, tools scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other 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 public auction, 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 Bank 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 Bank / consultant during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

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

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

The SBI shall modify the certificate of payment as issued by the bank / 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. 3 lakhs**.

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Bank / 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 with hold 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 the 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 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 Deputy General Manager (B & O) AO Bathinda and endorse a copy of the same to the Bank, 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 Deputy General Manager (B & O) AO Bathinda 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 Deputy General Manager (B & O) AO Bathinda in writing in the manner and within the time aforesaid.
- ii) The Deputy General Manager (B & O) AO Bathinda shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Deputy General Manager (B & O) AO Bathinda submit his claims to the conciliating authority namely the Circle Development Officer for conciliation along with all details and copies of correspondence exchanged between him and the Deputy General Manager (B & O) AO Bathinda.
- iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid, and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager at LHO. It will also be no objection to any such appointment that the Arbitrator so appointed is a technically competent person not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- v) 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.
- vi) It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator.
- vii) The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under.
- viii) 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.
- ix) 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 arbitrator 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 there of shall be paid and fix or settle the amount of costs to be so paid.

Power Supply

The contractor shall make his own arrangements for power and supply/ distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost of running and maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges required for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

Water supply

The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

- i. That the water used by the Contractor shall be fit for construction purpose to the satisfaction of the Bank/Consultant. The Bank may ask the Contractor to produce laboratory tests signifying that water used is fit for construction.
- ii. The Contractor shall make alternative arrangements for the supply of water if the arrangements made by the Contractor for procurement of water in the opinion of the Bank/ Bank are unsatisfactory.

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.

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 /Bank / consultant whenever desired by them. The contractor shall also maintain the records / registers as required by the local authorities / Govt. from time to time. It is the sole responsibility of the Contractor to maintain those registers as a proof of the hindrance to work beyond his control. Extension of Time will only be allowed if the hindrance register is signed by both the parties along with the reasons, time and duration of hindrance.

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

Force Majeure

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.

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.

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.

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.

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.

Accidents

It is solely the duty & liability of Contractor to make each and every effort necessary to prevent accidents. However, on occurrence of one, 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 Bank/ 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.

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 herein before, 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 an entity incorporated, established or registered in such a country; or

- b. A subsidiary or 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.”

LETTER OF UNDERTAKING (Annexure I)

(The bidders are to print this and submit it after, stamp)

To,
The Deputy General Manager (B&O),
State Bank of India,
Administrative Office,
Bathinda

Dear Sir,

1. Having examined the, specification, design and schedule of quantities and after conducting site visit 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 | for tiling works & drain grating works at state bank of India, administrative office building, urban state phase-ii Bathinda |
| (b) | Earnest Money | Rs 5000/- (Five thousand Only) by means of Demand Draft / Pay Order (Valid for a period of completion of the work from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of SBI and payable in Bathinda |
| (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 | 15 days |

2. 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.
3. I / We have deposited a sum of ₹ 5000/- (Five thousand only) by mean of the total tender amount as Earnest Money with the SBI which amount is not to bear any interest. Should I/We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to SBI.
4. In case L-1 bidder quotes abnormally low rates (i.e.7.5% or more, below estimated project cost), the bank will ask such bidder to deposit additional security deposit or additional performance guarantee (ASD/APG) equivalent to difference between 92.5% of estimated cost put to tender and quoted price. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name but drawn on any nationalized bank. On successful completion of work ASD/APG 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/APG or to forfeit such ASD/APG as the case may be within its sole discretion. Further, under any circumstances, whatsoever, if I/We fail to comply the same including compliance of any such other conditions of tender within the stipulated time. I /We hereby, authorized SBI to cancel my/our tender, to forfeit my EMD/ISD/ASD and to take further necessary action as deemed fit including debarring our firm from participating in SBI future tenders/de- paneling etc.
5. 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.
6. 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.

Our Bankers are i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm Authorized to sign

Or

(Name of person having Power of Attorney to sign the Contract.)

(Certified true copy of the Power of Attorney should be attached)

Yours faithfully, Signature of Contractors.

Signature and addresses of Witnesses

i)

ii)

SPECIAL CONDITION OF CONTRACT

1. The Technical Bid should contain the following:-
 - a. Technical Bid duly signed and sealed on each page.
 - b. Banker's Cheque/ Demand Draft of Earnest Money deposit.
 - 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 Authorized Agency/ Converter is notable 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 above mentioned 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 Indicative Price bidding. 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 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 Bank / 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 Bank / consultant:
7. Safety of adjacent structures and trees
The contractor shall provide and erect to the approval of the Bank/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 maybe required by the Bank to protect the tree structures.
8. Temporary works
Before any temporary works are commenced the contractor shall submit at least in advance to the Bank 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 Bank 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.
9. 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.
 - b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections.
 - c) The contractors for other trades directly appointed by the bank shall been titled 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 contactor and charges payable for permanent connections, if any, shall be initially paid by the contactor.
10. 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.
11. 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.
12. Site order book

A site order book shall be maintained at site for the purpose of quick communication. 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 be carefully maintained and preserved by the contractor and shall be made available to bank and when demanded. Any instruction which the bank may like to issue to the contractor or the contractor may like to bring to the bank 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.

13. Site meetings

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

14. 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 bank at 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.

15. 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 anyway delay the works.

16. 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 bank may approve any make/ agency within the approved list as given in the tender after inspection of the sample.

17. 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 contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the bank 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 any extra 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.

18. Photographs:

- The Contractor shall at his own expense supply to the Bank with duplicate hard copies of large photographs not less than 25cm. x 20cm. (10"x8") of the works, taken from two approved portions of each building, at intervals of not more than one 15 days during the progress of the work or at every important stage of execution of work.
- 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 bank may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

FORM OF AGREEMENT

ARTICLES of AGREEMENT made this _____ day of _____ year 2023 between the STATE BANK OF INDIA having its _____ (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 _____
_____) 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 confide 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 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 (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
2. The following documents shall constitute the Contract Documents.
3. i. This Article of Agreement.
4. ii. Tender submitted by the Contractor included the N.I.T and Tender Documents (Vide Annexure-I).

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.

Work order No. _____ dt. _____ (Vide Annexure-II)

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.

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.

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.

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 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 authorised official
In the presence of –

1. (Name and Address)
2. (Name and Address)

MAINTENANCE OF RECORDS

Registers at the site office

1. Measurement Books.
2. Drawings register.
3. Materials at site register.
4. Hindrance Register.
5. File and Register for extra/ variation items.
6. Materials test Register and File.
7. Site Order Book (in triplicate).
8. Labour Reports and progress Reports Register.
9. Site Visit & Instructions Register.
10. Certified true copies of the contracts.

SAFETYCODE

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.

Signature & Seal of the Contractor

Note:-

The contractor should obtain prior approval from Employer / Consultants before placing order for any Specific materials. Employer may change / delete any of the makes or brands out of the above list.

All materials should conform to relevant standards and codes of BIS. Materials with I.S.I. mark shall be used duly approved by the STATE BANK OF INDIA Engineer / Bank.

If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the STATE BANK OF INDIA. The same will not be considered for payment.

LIST OF ACCEPTABLE MATERIALS

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 / Bank 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 /Bank may approve 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.

Particulars and Specification	Approved makes/ model
Commercial ply (IS-303)/ water proof ply (IS-710)/Block board (IS-1659)/Flush door(IS-2202)	Century/ Green ply/ Archid. (6mm, 8mm, 9mm, 12mm, 19mm)
Veneers	Green/ Century/ Archid (1mm thick)
Beading	Teak Wood or as specified
Laminates (IS-2046)	Sunmica/ Greenlam /Century/ Formica
Polish	Melamine/ as specified
Gypsum Board	Gyproc (Saint Gobain)/ India Gypsum including their suspensions and all fittings.
Framing with complete system	Gyp steel ultra (Saint-Gobain)
Mineral Fibre Tile Ceiling with complete system	Armstrong/ Saint Gobain including their Suspensions and all fittings.
Locks with CP brass	Godrej/ Dorset/ Dorma
Multipurpose lock for drawers	Godrej/ Harrison
Hinges and hardware	Hettich, Oswal, suzu, Flora or eq. Approved: - HINGES: - 3”/4”/6” 1.78mm thick SS matt finish Handles ‘D’ or ‘C’ type:-3”/4”/6”10mm dia.SS 202 matt finish. TOWER BOLT:-3”/4”/6”brass extruded SS matt finish
Telescopic Channel	Hettich/ Haffele/ Godrej/ Ozone
Paints	Asian, Berger, Nerolac
Surface texture wall coating	Heritage, Spectrum/ Asian
Vitrified Tiles	Kajaria, Johnson & Johnson, Nitco & Somany
Fire Retardant- Viper or Equivalent	
Wood Preservative	ASCU PS - 2 or equivalent

Glass	Modi/ Asahi/ Saint Gobain
Vertical/ Venetian Blinds	Vista levlor, MAC
Screw	GKM/ CIEF/ Shalimar/ Everite
Aluminum sections	Jindal/ Hinalco
ACP Panel	Alstrong/ Alcobond/ Eurobond/ flexibond
Cable manager(60mm)	Metal-C060ZN1(Ebco) PVC-CO 60(Ebco) Blac/ ivory/ grey color
Glass/ Mirror	Saint-Gobain/ Modi
Floor spring	Everite/ Dorma/ Godrej
Door Closer	Door king/ Everite/ Dorma/ Ebco
Drawer slider fitting	Earl-bihari, EBCO for all drawers,
General hardware	SS matt finish
Door stopper	Hettich/ Haffele/ Dorma/ Godrej
Hinges	(l)3"/4"/6" 1.8 mm thick SS matt finish (Suzu)
Aluminum Door & Window Section	Jindal/ Indal/ Hindalco
Tiles	Kajaria/ Johnson and Johnson/ Somany
Blinds	Mac/ Vista
Wooden Flooring	Pergo, Xylox, Armstrong, Vista
Patch fitting for door and fixed glass partition (top/bottom patch, pivot, patch lock, L arm, L connect, connector, Floor spring, handle, plastic profile)	Godrej/ SXL C series(Dorms)/ OPF series (Ozone)

Note:-

- i) The contractor should obtain prior approval from Employer / Consultants before placing order for any specific materials. Employer may change / delete any of the makes or brands out of the above list.
- ii) All materials should conform to relevant standards and codes of BIS. Materials with I.S.I. mark shall be used duly approved by the Bank's Engineer.

- iii) If any material list found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the bank. The same will not be considered for payment.