

STATE BANK OF INDIA

PREMISES & ESTATE DEPARTMENT LOCAL HEAD OFFICE,

KOLKATA SAMRIDDHI BHAVAN,

BLOCK B, 9TH FLOOR,

#1, STRAND ROAD, KOLKATA – 700 001

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**TENDER FOR ELECTRICAL WORKS : PERCENTAGE RATES FOR PROPOSED
“WEALTH LOUNGES” WITHIN EMERALD BRANCHES ON RATE CONTRACT
BASIS**

PART – A: TECHNICAL BID

TENDER SUBMITTED BY :

NAME : _____

ADDRESS : _____

DATE : _____

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NOTICE INVITING TENDERS

TENDER ID: TENDER ID: KOL-WL-2024-06-12

Date:-12/06/2024

TENDER FOR: PERCENTAGE ITEM RATES FOR PROPOSED RENOVATION WORKS OF 41 NOS. "WEALTH LOUNGE" IN EMERALD BRANCHES ON RATE CONTRACT BASIS

SBI, Premises & Estate Department, LHO, Kolkata invites e- Tender for getting Rates in percentage basis for upcoming Electrical works at Emerald Branches having space for " Signature Wealth Lounge" on "**Rate-Contract basis**".

SBI eligible empaneled contractors under all category are requested to quote the rates.

Details of the tenders are as under:

SN	Particulars	Details
1	Name of work	Tender for: Proposed Electrical works at Signature " Wealth Lounge " of Emerald Branches in percentage rates basis. (41 Nos).
2	Nature of Work	ELECTRICAL Works
3	Date of availability of tender documents on	12.06.2024 to 18.06.2024 At Bank's website www.statebankofindia.co.in
4	Last date & time for submission tender document	18.06.2024 by 11:00 AM
5	Date and Time of opening of Online Bid	18.06.2024 by 11:30 AM
6	Validity of offer	90 days from the date of opening of Price-bid
		<p>Distribution of work amongst L-1, L-2 and L-3.....L19 bidders. SBI shall be at liberty to allot the work to participating bidders at Bank's approved unit rates in the given proportion (i.e. Case 1- If only Solo L-1 bidder) L-1 bidder will be allotted minimum 4 /5 branches, rest participating bidders in the ascending list (L-2, L-3, and upto L19) will be given 2 branches each in Kolkata Circle of SBI or in equal Proportions Case 2 (More than one L-1 bidder) : All L-1 bidders will be allotted minimum 4 branches each, rest of the Branches will be allotted to vendors up to L19, in an equal proportions to participating bidders in the ascending list (upto L19) within left out branches ,i.e. subject to availability of sufficient number of branches in the Kolkata Circle within its sole discretion and not further claim/correspondence shall be entertained in this regard. In case, any of the bidder (L-1/L-2/L-3 etc.) bidder either do not commence the work within the "stipulated period or back out from the project at any stage", the SBI will be at liberty to entrust the work in the same proportion to next lower bidder(s) on L-1 approved rate. Also, in the event of next lowest vendors not ready to match L-1 price, leaving only Two bidders, the SBI will distribute the work in equal proportion or the entire work can also be allotted to only L-1 bidder. In the eventuality of 3 or more bidders have logged in but only 2 bidders have participated in the bidding process the SBI may consider awarding entire work either to L-1 bidder or to distribute amongst both the bidders in 50:50 proportion within its sole discretion.</p>
	Distribution of work amongst L-1, L-2 and L-3	

8	Submission of Technical Bid (Hard Copy)	<p>1. Contractors shall download the entire Technical Bid to get acquainted with the terms and conditions and <u>shall upload compulsorily the pages numbered from 01 to 09 of the technical bid</u> without fail in the e-tendering portal after putting the signature and seal. Failing to upload as stated above, the tender will be rejected.</p> <p>2. However, L1 Tenderer should submit the whole technical bid spirally bound securely and in serial order containing all pages duly signed with company seal and date to this Office within 7 days of receipt of confirmation. Failure to submit the hardcopy of Technical Bid may render the bidder disqualified.</p>
9.	<u>Service provider:</u>	<p>M/s. Antares Systems Limited, BSM Extension, Kengeri Satellite Town, Bengaluru, Karnataka 560060 Ph.: 080-49352000 / 40482000 Fax: 080-49352034 Help Desk: 9073677150 / 9073677151 / 9073677152 / 033 4604 6611</p> <p><u>Contact Persons:</u> (On working days 9 AM to 6 PM) 1. Mr. Kushal Bose Mobile No.: +91 7686913157 e-Mail: kushal.b@antaressystems.com 2. Mr. Biswajit Chakraborty Mobile No.: +91 9674758723 e-Mail: biswajit.c@antaressystems.com</p>

10. 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.

11. The SBI reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so and any claim / correspondence shall be entertained in this regard.

12. Bidder has to quote the offer price in total value of bidder portion of price bid in % above or below or at par.

13. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

14. For any clarifications regarding E-Tendering procedure, System requirements etc. please contact M/s. Antares Systems Limited, whose address is mentioned in the NIT.

Yours Faithfully,

**Assistant General Manager (P&E)
Kolkata Circle**

SECTION – 1

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

E-Tenders are invited by SBI, Premises & Estate Department, LHO, Kolkata for **Proposed ELECTRICAL Renovation Works of various Emerald Branches on Rate Contract Basis**

1. Site and its location

The proposed work is to be carried out at **following 41 Nos.**

“Wealth Lounges” within Emerald Branches located in Kolkata Circle of State Bank of India:

1. Shyambazar (180)
2. Chowringhee (1054)
3. Barasat (24)
4. Kalyani (1082)
5. Madhyamgram (1329)
6. Baguiati (1488)
7. Sodepur (1796)
8. Belghoria (1888)
9. Shibpur Howrah (2124)
10. Nager Bazar (4605)
11. Manicktala Civic Centre (7468)
12. H. B. town (Sodepur) (7654)
13. Chinsurah (56)
14. Midnapore (132)
15. Park Street (150)
16. Dhakuria (1405)
17. Lake Town (1506)
18. Narkeldanga (1580)
19. Baghbazar (1652)
20. Kalighat (1722)
21. Paikpara (1747)
22. Park Circus (1749)
23. Elgin Road (1768)
24. Serampore (178)
25. Beliaghata (1798)
26. Northern Avenue (1895)
27. Cossipore (2043)
28. Bagmari (3682)
29. P.B.B. Saltlake (4204)
30. P.B.B. Deshapriya Park (4233)
31. South Sinthee (5374)
32. Gol Park (7195)
33. Bangur Avenue (9289).
34. Saltlake electronics complex (9985)
35. Uttarpara (1403)
36. DA Block Saltlake (12402)
37. New town terminus building branch (14528)
38. Konnagar (2078)
39. Doverplace (40229)
40. New Town Rajarhat (5112)
41. I.O.C. Haldia Refinery Campus (7090).

1.0 Tender documents

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

Instructions to tenderers

General conditions of Contract

Special conditions of Contract

Additional specifications

Drawings

Price bid A

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

- a) Price Bid
- b) Technical specifications
- c) Drawings
- d) Special conditions of contract
- f) General conditions of contract
- g) Instructions to Tenderers

- 1.3 The tender documents are not transferable.

3.0 Site Visit

- 3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data that may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc.

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

5.0 Initial/ Security Deposit

The Contractor entrusted with works in terms of NIT will have to submit ISD for the amount of 2% of the corresponding estimated cost of respective branches , rounded up to nearest thousand rupees, in the form of DD drawn in favour of SBI and payable at Kolkata within a period of 7 days of issuance of respective work orders.

6.0 Security Deposit

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of Initial Security Deposit (ISD) which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be @10% till Total Security Deposit (TSD) including ISD reaches to 5% of contract value. The 50% of the Total Security Deposit shall be paid to the contract on the basis of bank's Engineer certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

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

7.0 **Signing of contract Documents**

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

8.0 **Validity of tender**

Tenders shall remain valid and open for acceptance for a period of 90 days from the date of opening price bid. If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not acceptable to Bank without prejudice to any other right or remedy the Bank shall be at liberty forfeit the EMD.

9.0 **Liquidated Damages**

The liquidated damages shall be 0.50% per week subject to a maximum of 5% of contract value.

10.0 **Rate and Prices**

10.1 Instructions to Tenderers Regarding Percentage Rate Tender:

10.1.1 The Tenderers shall quote percentage above / below / at par (in figures as well as in words) on the total estimated cost given in Schedule of Quantities, he will be willing to execute the work.

10.1.2 In percentage rate tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the tenderer in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.

10.1.3 The tender submitted shall be treated as invalid if the contractor does not quote percentage above / below / at par on the total amount of tender.

10.1.4 If the percentage above / below / at par is different in figures & words on the total amount of tender than amount quoted in words will be considered.

10.1.5 The rate and amount mentioned in the Schedule of Quantities will be in Indian Currency (₹) only and will be firm and include all costs, allowances etc. except GST, which will be payable / reimbursed at actuals.

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

10.3 In case it is decided by the SBI to reduce the scope of work at any stage of the project, the contractor shall not be entitled to raise any claim / compensation on account of reduction in scope of work. Also, the SBI may consider for increase in scope of similar work in other buildings in phases but within a reasonable time interval and the contractor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.

LETTER OF UNDERTAKING

To,
The Assistant General Manager,
Premises & Estate Department, Kolkata
State Bank of India,
Local Head Office,
Bandra Kurla Complex, Kolkata-400 051.

Dear Sir,

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

MEMORANDUM

(a)	Description of work	Proposed Electrical Renovation Works of 41 Nos "WEALTH LOUNGES" within Emerald Branches on Rate Contract Basis
(b)	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	25 days

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

2) I/We have read and understood various clauses of this tender and hereby submit our specific undertaking and concurrence in terms "Instruction to tenderer" to 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.

- 3) I/ We understand that as per terms of this tender, 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 percentage and within stipulated time limit without any extra claim for price escalation.
- 4) We understand that the SBI shall be at liberty to allot the work to participating bidders at Bank's approved unit rates in the given proportion i.e. L-1 bidder/bidders will be allotted minimum 4 branches, rest participating vendors in ascending order list (L-2, L-3 and so on) will be given 2 branches each subject to availability of sufficient number of branches. to which we submit our concurrence and shall not raise any objection for the same.
- 5) 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.

6) Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm

Authorised 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)

(A) SAMPLE BUSINESS RULE DOCUMENT

ONLINE E-TENDERING FOR PROPOSED ELECTRICAL RENOVATION WORKS OF 54 NOS. EMERALD BRANCHES ON RATE CONTRACT BASIS

(A) Business rules for E-tendering:

1. Only empaneled contractors with SBI under appropriate category who are invited by the project Bank's Engineer/SBI shall only be eligible to participate.
2. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBI will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
6. The Contractors will be required to submit the various documents in sealed Envelope to the office of SBI at the address mentioned hereinbefore by the stipulated date i.e. (1) Hard Copy of Technical Bid duly signed and stamped on each page (2) Demand Draft of specified amount of EMD (3) Copy of Receipt/Challan of Cost of Tender documents. Contractors not submitting any one or more documents shall not be eligible to participate in the on-line price bidding.
7. E-tendering will be conducted on schedule date & time.
8. **The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of E-tendering:

SBI shall finalize the Tender through e-tendering mode for which M/s. E-Procurement Technologies Ltd..has been engaged by SBI an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBI through M/s. E-Procurement Technologies Ltd., on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-

tendering. On account of this the time for the E-tendering cannot be extended and SBI is not responsible for such eventualities.

2. M/s. E-Procurement Technologies Ltd., shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI their appointed Bank's Engineers.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. Procedure of E-tendering:
 - i. **Online E-tendering:**
 - (a) The NIT & Technical bid available on the Bank's website during the period specified in the NIT.
 - (b) Online e-tendering is open to the empaneled bidders who receive NIT from the Bank's Engineer and qualified for participating in the price bidding as provisions mentioned herein above through SBI approved Service Provider.
 - (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their percentage rates on overall estimate.
 - (d) The Contractors are advised not to wait till the last minute to submit their online tender price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - (e) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as ***"Incomplete Tender"*** and shall be liable for rejection.
7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. E-Procurement Technologies Ltd. The Bidders are requested to change the Password after the receipt of initial Password from M/s. E-Procurement Technologies Ltd. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
8. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD.
9. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.
10. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.

11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

13. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI decision on award of Contract shall be final and binding on all the Bidders.
- SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
- SBI or its authorized service provider M/s. E-Procurement Technologies Ltd. shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBI or its authorized service provider/s. E-Procurement Technologies Ltd. is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service M/s. E-Procurement Technologies Ltd. will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s. E-Procurement Technologies Ltd..
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online even**

(D) Process Compliance Statement (Annexure II)

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

To,
M/s. Antares Systems Limited,
BSM Extension, Kengeri Satellite Town, Bengaluru, Karnataka 560060
Ph.: 080-49352000 / 40482000
Fax: 080-49352034

Sub: Tender for Proposed ELECTRICAL Renovation Works of 41 Nos. Emerald Branches on Rate Contract Basis.

Dear Sir,

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

This letter is to confirm that:

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

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on kushal.b@antaressystems.com

(E) Price Confirmation Letter (Annexure III)

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

To,
M/s. Antares Systems Limited,
BSM Extension, Kengeri Satellite Town, Bengaluru, Karnataka 560060
Ph.: 080-49352000 / 40482000
Fax: 080-49352034

Sub: Final Price Quoted During E-tendering Proposed Electrical Renovation Works of 41 Wealth Lounges within Emerald Branches on Rate Contract Basis

Online Price Bid Date:

Dear Sir,

We confirm that we have quoted.

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

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

Scan it and send to this Document on kushal.b@antaressystems.com

(F) Price break up (Annexure IV)

Detailed Price Break up as per tender document

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions: -

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

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

1.1.1 ‘SBI’ shall mean State Bank of India (client) having its office at State Bank of India, Premises & Estate Department, Local Head Office, Kolkata and includes the client’s representatives, successors and assigns.

1.1.2 ‘Site Engineer’ shall mean an Engineer appointed by the Bank at site as their representative for day-to-day supervision of work and to give instructions to the contractors.

1.1.3 ‘The Contractor’ shall mean the individual or firm or company whether incorporate not, undertaking the works and shall include legal personal representative of individual or the 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 hereunder and work to be done by the contractor under the contract.

1.1.4 ‘Engineer’ shall mean the representative of the Bank’s Engineer/consultant.

1.1.5 ‘Drawings’ shall mean the drawings prepared by the Bank’s Engineers and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time ‘Contract value shall mean 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.

1.1.6 Specifications’ shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Bank’s Engineer/ Consultant.

1.1.7 “Month” means calendar month.

1.1.8 “Week” means seven consecutive days.

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

1.1.11 “Bank’s Engineer” shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the AGM (P&E).

CLAUSE

1.0 Total Security Deposit

Total Security deposit comprise of

Initial security deposit

Retention Money

a) **Initial Security Deposit (ISD)**

The Contractor entrusted with works in terms of NIT will have to submit ISD for the amount of 2% of the corresponding estimated cost of respective branches, rounded up to nearest thousand rupees, in the form of DD drawn in favour of SBI and payable at Kolkata within a period of 7 days of issuance of respective work orders.

b) **Retention Money: -**

Besides the SD as deposited by the contractor in the above said manner, the Retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. ISD plus EMD plus Retention Money shall both together not exceed 5% of the contract value. The 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the Bank's Engineer/consultant. The balance 50% of the total security deposit shall be refunded to the contractor without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

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 shall carry out complete and maintain the said work in every respect strictly accordance with this contract and with the directions of and to the satisfaction Bank to be communicated through the Bank's Engineer/consultant. The Bank's Engineer/consultant at the directions of the Bank from time to time issue further drawings and / or write instructions, details directions and explanations which are here after collectively references to as Bank's Engineer's /consultant's 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. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and / or re-executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

5.0 i) **Letter of Acceptance:**

Within the validity period of the tender the Bank shall issue a letter of acceptance directly or through the Bank's Engineer by registered post or otherwise depositing at the of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a bind contract between the SBI and the contractor.

ii) **Contract Agreement:**

On receipt of intimation of the acceptance of tender from the SBI / Bank's Engineer the successful tenderer shall be bound to implement the contract and within fifteen 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 through its Bank's Engineer / consultants are the properties of the SBI. They are not to be used on other work.

7.0 **Detailed drawings and instructions:**

The SBI through its Bank's Engineers / consultants 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 prepare a detailed programmed 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's Engineer/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 contractors.

8.0 **Liquidated damages:**

If the contractor fails to maintain the required progress in terms of clause 6. 0 of GOC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.50% of the contract value which subject to a maximum of 5% of the contract value.

9.0 **Materials, Appliances and Employees**

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the SBI /Bank's Engineer/ consultant he shall be removed from the site immediately.

10.0 **Permits, Laws and Regulations:**

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

11.0 **Setting out Work:**

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the Bank's Engineer / consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by, the Bank's Engineer / consultant the contractor 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 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 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 shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the contractor and the SBI and the original policy may be lodged with the SBI.

13.0 Inspection of work:

The SBI / Bank's Engineer / Consultant 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 shall give every facility to the SBI/Bank's Engineer/consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI/ Bank's Engineer /Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's Organization a wing of Central Vigilance commission.

14.0 Assignment and subletting

The whole of work included in the contract shall be executed the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share there of or interest therein without the written consent of the SBI through the Bank's Engineer and no undertaking shall relieve the contractor from the responsibility of the contractor from active & superintendence of the work during its progress.

15.0 Quality of materials, workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Bank's Engineer/consultant instructions and shall be subject from time to time to such tests as the Bank's Engineer/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour, and materials 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 Bank's Engineer/consultant.

ii) Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Bank's Engineer/consultant. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Bank's Engineer / consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Bank's Engineer / Consultant for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Bank's Engineer/Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

iii) Cost of tests

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

iv) Costs of tests not provided for

If any test is ordered by the Bank's Engineer/ Consultant which is either

- a) If so intended by or provided for or (in the cases above mentioned) is not so particularised, or though so intended or provided for but ordered by the Bank's Engineer / Consultant to be

carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

16.0 Obtaining information related to execution of work

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

17.0 Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution the works and as long, thereafter, as the Bank's Engineer / Consultant may consider necessary until the expiry of the defects liability period, stated here to.

18.0 Quantities

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provision sums, if any, shall be excluded.

19.0 Works to be measured

The Bank's Engineer/Consultant may from time to time intimate to the contractor that he require the work to be measured and the contractor shall forthwith attend or send a quantity representative to assist the Bank's Engineer 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 the Bank's Engineer / Consultant shall take measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorised 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 M book should the contractor not attend or neglect or omit to depute his representative to take measurements the measurements recorded by the representative of the Bank's Engineer/consultant shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

20.0 Variations

No alteration, omission or variation ordered in writing by the Bank's Engineer / consultant vitiates the contract. In case the SBI / Bank's Engineer / Consultant thinks proper at any 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 Bank's Engineer / Consultant shall give notice thereof in writing to the contractor 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 but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Bank's Engineer/ Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank's Engineer / Consultant and the same shall be added to or deducted from the contract value, as the case may be.

21.0 Valuation of Variations

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

- a) (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.

(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of Works are carried out, otherwise the prices for the same shall be valued under sub-

Clause 'c' hereunder.

- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Bank's Engineer/ consultant 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 Bank's Engineer/ consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender, of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Bank's Engineer/Consultant) the workman's name and materials employed be delivered for verifications to the Bank's Engineer /consultant at or before the end of the week following that in which the work has been executed.

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

Such items shall, not be eligible for escalation.

22.0 Final measurement

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

23.0 Virtual Completion Certificate (VCC)

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

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structure including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor the SBI and shall clear, level and dress, compact the site as required by the SBI.
- d) Shall put the SBI in undisputed custody and possession of the site and all land allotted by the SBI.
- e) Shall hand over the work in a peaceful manner to the SBI.
- f) All defects / imperfections have been attended and rectified as pointed out by the Bank's Engineers to the full satisfaction of SBI.

Upon the satisfactory fulfilment by the contractor as stated above, the contractor is entitled to apply to the Bank's Engineer / consultant is satisfied of the completion of work. Relative to which the completion certificate has been sought, the Bank's Engineer/ consultant 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 liabilities under the contract including the contractor'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 S.B.I. against the contractor in respect of or work at the site and in respect of which the VCC has been issued.

24.0 Work by other agencies

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

25.0 Insurance of works

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

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

25.2 Damage to persons and property

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

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his

servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

25.3 Contractor to indemnify SBI

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

25.4 Contractor's superintendence

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

25.5 Third Party Insurance

25.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 24.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 24.0 thereof.

25.5.2 Minimum amount of Third Party Insurance

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

25.6 The minimum insurance cover for physical property, injury, and death is Rs.5 Lakh per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

25.7 Accident or Injury to workman:

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

25.7.2 Insurance against accidents etc. to workmen

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

25.7.3 Remedy on contractor's failure to insure

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

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

26.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date of three days from the date of award of letter by the SBI.

27.0 Time for completion

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **1 calendar month** from the date of commencement. If required in the contract or as directed by the Bank's Engineer / consultant. The contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

28.0 Extension of time

If, in the opinion of the Bank's Engineer/consultant, the work be delayed for reasons beyond the control of the contractor, the Bank's Engineer/consultant 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 needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBI through the Bank's Engineer' Consultant in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if an', for the delays. The Bank's Engineer/consultant shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 10.0 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.

29.0 Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Bank's Engineer / consultant should the rate of progress of the work or any part thereof be at any time be in the opinion the. Bank's Engineer / consultant too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion the Bank's Engineer / consultant shall thereupon take such steps as considered necessary by the Bank's Engineer / consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from

the Bank's Engineer / consultant neither shall relieve. The contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

30.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Bank's Engineer / consultant, save 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 shall immediately advise the Bank's Engineer / consultant. 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 Bank's Engineer / consultant at no extra cost to the SBI.

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

31.0 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. The Bank's Engineer / consultant shall give notice in writing o that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise what so ever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Bank's Engineer / Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

"In case of such stores having been issued from SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Bank's Engineer / consultant shall be final.

32.0 Suspension of work

- i) The contractor shall, on receipt of the order in writing of the Bank's Engineer / consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Bank's Engineer / consultant 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, or
 - b) For proper execution of the works or part thereof for reasons other than the default the contractor, or
 - c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works the extent necessary and carry out the instructions given in that behalf by the Bank's Engineer / consultant.

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

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

33 **Action when the whole security deposit is forfeited**

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Bank's Engineer / consultant 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 by - Bank's Engineer / consultant shall be conclusive evidence) and in which case the security, deposit of the contractor shall be forfeited and be absolutely at the disposal of 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 with the cost of the labor and materials cost of such labour and materials as worked out by the Bank's Engineer/consultant shall final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract certificate of Bank's Engineer /consultant as to the value of work done shall be final conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (The amount of which excess the certificates in writing of the Bank's Engineers / consultant shall final and conclusive) shall be borne by original contractor and may be deducted f 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 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 shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Bank's Engineer / consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

34.0 **Owner's right to terminate the contract**

If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of 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 Bank's Engineer / Consultant that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the Bank's Engineer / Consultant.

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

Or shall assign or sublet this contract without the consent in writing of the SBI through the Bank's Engineer/Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

- a) has abandoned the contract; or

- b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI through the Bank's Engineer / consultant written notice to proceed, or
- c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Bank's Engineer / Consultant that the said materials were condemned and rejected by the Bank's Engineer/consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI or Bank's Engineer's / consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the Bank's Engineer / consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Bank's Engineer / consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI through the Bank's Engineer / consultant their agents or employees may enter upon and take possession of the work and all plants, took scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBI or Bank's Engineer / consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receive thereof by him the SBI sell the same by publication, and after due publication, and shall, adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBI incidental to the sale of the materials etc.

35.0 **Certificate of payment**

The final bill may be submitted by contractor within a period of **one month** from the date of virtual completion The SBI shall pay the amount within a period of three months after verification of bill.

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

36.0 **A. Settlement of Disputes and Arbitration**

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

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 Bank's Engineer or in case the

contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises & Estate) S.B.I., L.H.O. Kolkata .And endorse a copy of the same to the Bank's Engineer, 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 Asst. General Manager (Premises& Estate) 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 the Asst. General Manager (Premises & Estate) in writing in the manner and within the time aforesaid.

B. Settlement of Disputes and Arbitration

The Asst. General Manager (Premises & Estate) shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the Asst. General Manager (Premises & Estate) / Submit his claims to the conciliating authority namely the Circle Development Officer, S.B.I. L.H.O.Kolkata

For conciliation along with all details and copies of correspondence exchanged between him and the Asst. General Manager (Premises & Estate).

- 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 falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as arbitrator.

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

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

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be

such place as may be fixed by the arbitrator in his sole discretion. The fees, if any of the arbitrators shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

37.0 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 condition.

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Bank's Engineer / consultant's.
- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Bank's Engineer / consultant is unsatisfactory.
- iii) In case contractor is permitted to use Bank's source of water i.e. Municipal connection, Bore well (existing or new) etc., the Bank may consider recovering @1% of contract amount from the final bill of contractor.

37.1 The contractor shall construct temporary well / tube well in SBI land for taking water for construction purposes only after obtaining permission in writing from the SBI. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the SBI without any compensation as directed by the Bank's Engineer / consultant.

38.0 Power supply

The contractor shall make his own arrangements for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose at his own cost, The cost of running and maintenance of the plants are to be included in his tender prices, He shall pay all fees and charges required, by 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.

39.0 Treasure trove etc.

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

40.0 Method of measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date rules laid down by the Bureau of Indian Standards. In the event any dispute / disagreement the decision of the Bank's Engineer / consultant shall be final and binding on the corrector.

41.0 **Maintenance of registers**

The contractor shall maintain the following registers as per the enclosed perform at site of work and should produce the same for inspection of SBI Bank's Engineer / consultant whenever desired by them. The contractor shall also maintain the records

/ registers as required by the local authorities / Govt. from time to time.

- i) Register for secured advance
- ii) Register for hindrance to work
- iii) Register for running account bill
- iv) Register for labour

42.0 **Force Majeure**

42.1 Neither contractor 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, if it is not possible to serve a notice, within the shortest possible period without delay.

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

42.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the 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.

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

43.0 **Local laws, Acts Regulations:**

The contractor shall strictly adhere to all prevailing labour laws inclusive at contract labour (regulation and abolition act of 1970) and other safety regulations. The contractors 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.

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contractlabour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)

- vii) Personal injuries (Compensation insurance) act 1 963 and any other modifications
- viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed there under from time to time.
- xi) Prevailing Indian Electricity rules & act.

44.0 **Accident** :The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Bank's Engineer / consultant. The contractor 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.

SPECIAL CONDITION OF CONTRACT

Scope of work

1.0 The scope of work is to carry out for ELECTRICAL Renovation of 41 Nos. Emerald Branches on Rate Contract Basis

2.0 **Address of site**

The sites are located at various locations in Kolkata / Sub-urbans.

3.0 **Dimensions and levels**

All dimensions and levels shown on the drawings shall be verified by the contractor at the site and he will be held responsible for the accuracy. Figured dimensions are in all cases to be accepted and dimension shall not 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's Engineer / consultant before proceeding with the work.

4 **Notice of operation**

The contractor shall not carry out any important operation without the Consent in with from the Bank's Engineer/Bank's Engineer / Consultant:

5.0 **Construction records**

The contractor shall keep and provide to the Bank's Engineer / consultant full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as construction.

6.0 **Safety of adjacent structures and trees**

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

7.0 **Temporary works.**

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

8.0 **Water power and other facilities**

- a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his

own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary, the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose. The SBI will not be liable to pay any charges in connection with the above.

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

9.0 Facilities for contractor's employees

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

10.0 Lighting of works

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

11.0 Firefighting arrangements

- i) The contractor shall provide suitable arrangement for firefighting at his own cost. This purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipment's shall be provided at suitable prominent and easily accessible place and shall be properly maintained.
- ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and, to the approval of the relevant authorities. The contractor make the following arrangements at his own cost but not limited the following:
 - a) Proper handling, storage and disposal of combustible materials and waste.
 - b) Work operations which can create fire hazards.
 - c) Access for fire-fighting equipment's.
 - d) Type, number and location of containers for the removal of surplus materials and rubbish.
 - e) Type, size, number and location of fire extinguishers or other fire fighting equipment.
 - f) General house keeping

12.0 Site order book

A site order book shall be maintained at site for the purpose of quick communication between the Bank's Engineer / Consultant. Any communication relating to the work may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages **in triplicate** and shall be carefully maintained and preserved by the contractor and shall be made available to the Bank's Engineer / consultant as and when demanded- Any instruction which the Bank's Engineer / consultant may like to issue to the contractor or the contractor may like to bring to the Bank's Engineer / consultant two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

13.0 Temporary fencing/ barricading

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

14.0 Site meetings

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

15.0 Disposal of refuse

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

16.0 Contractor to verify site measurement

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

17.0 Displaying the name of the work

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

18.0 As built drawings

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

- ii) For the drawings prepared by the contractor
The contractor will modify the drawing prepared by him wherever the changes made by the SBI / Bank's Engineer / consultant. And submit two copies of such modified drawings to the Bank's Engineer/ consultant for approval. The Bank's Engineer / consultant will return one copy of the approved drawing to the contractor.

19.0 Approved make

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

20.0 Procurement of materials

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

21.0 Excise duty, taxes, levies etc;

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

22.0 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.

23.0 Photographs:

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

ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper of Rs. 200/-)

ARTICLES OF AGREEMENT made the _____ date of _____ between State Bank of India, having its office at Kolkata hereinafter called "the Bank" of the One Part and

WHEREAS the Bank is desirous of _____

and has caused drawings and specifications describing the work to be done to be provided by the Bank/ its Bank's Engineers.

AND WHEREAS the said Drawings numbered _____ to _____

inclusive, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth herein in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said conditions") the works shown upon the said Drawings and / or described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at our such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount.)

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
- 2) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
- 3) The term "the Bank's Engineers" in the said Conditions shall mean the _____, or in the event of their ceasing to be the Bank's Engineers for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer, PROVIDED ALWAYS that no person or persons subsequently appointed to be Bank's Engineers under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the outgoing Bank's Engineers for the time being.
- 4) The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.
- 5) The term Electrical Consultant refers to NA, Kolkata of their ceasing to be the Consultants for this Project, such other person or persons as may be appointed by the Bank's Engineers with the approval of the Employer.
- 6) The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
- 7) This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work in respect of the entire building complex to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities and Rates or as provided in the said Conditions.
- 8) The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of lifts, Telephone, electrical installations, fittings air-conditioning and other ancillary works in

the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.

- 9) The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
- 10) Time shall be considered as the essence of this Contract and the Contractor hereby

agrees to commence the work soon after the Site is handed over to him or from 14th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 1 month subject to nevertheless the provisions for extension of time.

- 11) All payments by the Employer under this Contract will be made only at Kolkata.
- 12) All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Kolkata and only the Courts in Kolkata shall have jurisdiction to determine the same.
- 13) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

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

SIGNATURE CLAUSE

SIGNED AND DELIVERED by the

_____ By the

(Employer)

hand of Shri _____

(Name and Designation)

Signature of Employer)

In the presence of :

- 1) ~~Shri / Smt. (Signature of Witness) Address~~

(Witness)

SIGNED AND DELIVERED by the

_____ by the

(Contractor)

(Signature of Contractors)

in the presence of :

- Shri / Smt. (~~Signature of Witness~~) Address

(Witness)

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 runnings 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.

PROFORMA FOR RUNNING A/C BILL

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

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

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

- Note: 1. If part rate is allowed for any items, it should be indicated with reasons for allowing such a rate.
2. If ad-hoc payment is made, it should be mentioned specifically.

 Net Value since previous bill

CERTIFICATE

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

 Signature and
 date of Contractor

 Signature and
 date of Bank's
 Engineers
 Representative (Seal)

 Signature and
 date of Site Engineer

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

 Bank's Engineer

 Signature and
 date of Site Engineer

**ACCOUNT OF SECURED ADVANCE, IF ADMISSIBLE ON
MATERIALS HELD AT SITE BY THE CONTRACTOR**

S.No.	Item	Quantity	Unit	Amount	Remarks
1	2	3	4	5	6

Total value of materials at Site.

Secured Advance @ ----- of above value - B

CERTIFIED:

- (i) That the materials mentioned above have actually been brought by the Contractor to the site of the work and on advance on any quantity of any of this item is outstanding on their security.
- (ii) That the materials (are of imperishable nature) and are all required by the Contractor for use in the work in connection with the items for which rates of finished work have been agreed upon.

Dated Signature of
Site Engineer
Preparing the bill
Rank _____

Dated Signature of
the Contractor

MEMORANDUM FOR PAYMENT

R/A BILL NO.

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

OBJECTIONS:

i)	Secured Advance paid in the previous R/A	Rs. -----
ii)	Retention money on value of works as per accepted tenders upto date amount Rs.	Rs. -----
	Less already recovered	Rs. -----
	Balance to be recovered	Rs. -----
iii)	Mobilization Advance, if any	
(a)	Outstanding amount (principal +	interest) as on date

iii. Any other Departmental materials cost to be recovered as per contract, if any Rs. -----

iv. Any other Departmental service charges to be recovered if any, as per contract (water, power etc.) enclose statement. Rs. -----

Total Deduction as per contract (F) Rs. -----

Adjustments, if any ----- Rs. -----
Amount less received by Contractor in ----- R/A Bill (as per statement of Contractor)

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

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

(Rupees _____ in words)

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

Date: _____

Signature of Bank's Engineer
with Seal

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

Date : _____

Signature of Owners
Engineer

STATUTORY DEDUCTION:

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

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

Date: _____

Signature of the AGM
(Premises)

- NB. 1) The contractor should obtain prior approval from Employer / Consultants before placing order for any specific materials. Employer may / delete any of the makes or brands out of the above list.
- 2). All materials should conform to relevant standards and codes of BIS.
- 3) Materials with I.S.I. mark shall be used duly approved by the SBI Engineer / Bank's Engineer.
- 4) All types of paints to be used must have low VOC level.

Sr.No	Description	Make
1.	L T Switch Board Panel	Locally fabricated with all components from approved make.
2.	CFS/Switch Fuse with HRC fuses	L&T/SIEMENS/GE/ABB/Schneider
3.	Changeover switch	HPL / HAVELLS /L & T / ABB/ Schneider
4.	MCCB and Accessories	Legrand/Hager/Schneider/L&T/Havells/Indo Asian
5.	MCCB/MCB Distribution Board	Legrand / Hager /Schneider/Havells/L&T/Indo Asian
6.	RCBO, MCB & MCB Isolator	Legrand / Hager/ Schneider/Havells/L&T/Indo Asian
7.	Current Transformers	AE/KAPPA/SEGC/L & T
8.	KWH Meter (Analog/Digital):	GE /IMP /ABB /LANDIS GYR /L&T
9.	Ammeter & Voltmeter (Analog/Digital)	AE/IMP/MECO/ENERCON/L & T
10.	Selector Switch for Voltmeter/Ammeter	Kaycee/L & T/Siemens
11.	Contactors and Timer (Modular Type)	Legrand / SIEMENS/L&T
12.	PVC Terminals	ESSEN/ELMEX/L&T
13	1.1 KV grade PVC/XLPE aluminum/copper conductor cable(armoured/ unarmoured)	GLOSTER / UNIVERSAL / POLYCAB / NICCO / HAVELL'S/ BONTON

14.	1100V grade PVC insulated and sheathed and PVC insulated copper conductor wire/flexible wire.	RR-KABEL/V-GAURD /NATIONAL/POLYCAB/ HAVELLS / Gloster/ KEI/BONTON
15.	Telephone Wire	RR-KABEL / DELTON / POLYCAB/Bonton
16.	Cable Lug	Dowell's
17.	Cable Gland	Dowell's/Power Engg/Comet
18.	Steel Conduit (ISI marked) Black enameled/galvanized	BEC/NIC/AKG
19.	PVC Conduits (MMS)/Channels and accessories	BEC/Plastran/Precision/Polycab/Harsh/AKG/Plasma /Astral

20.	G I Pipe	TATA/ITC/BST/Jindal
21.	Ceiling Rose (3 Plate)	Anchor/Precision/SSK/Rider
22.	15 Amp/5 Amp Modular Key type switch and flushed type plug socket and mounting accessories	Anchor/SSK/PRECISION
23.	20A, 2 Pin and scrapping earth type switch socket and plug socket	Legrand/MK/Havells/ABB/L & T/Schneider
24.	Holder	Kay/MMP/EPP/Anchor/Precision/SSK
25.	Modular Type Switch/Socket/ M.S box/plate	Legrand-myrius /Hager-insysta /North-west Nowa/Crabtree-Athena/MK wraparound/Anchor woods/Schneider or as approved by Engineer In-charge
26.	RJ-11 Socket Outlet (Modular)	Legrand-myrius /Hager-insysta /Northwest-Nowa /Crabtree-Athena/anchor woods/ MK wraparound
27.	Indication Lamp (LED Type)	Legrand/L&T/Siemens
28.	Buzzer/Call Bell	Bajaj/Anchor
29.	Light Fittings	Philips//Wipro/Bajaj/Jaquar/Crompton(asper given list)
30.	Fans	ORIENT/ Crompton/ Havells/Bajaj/ (Heavy duty and high speed with oscillation and speed control)

Contractor signature with Date & Stamp

Note : Vendors are requested to note that Specification mentioned in the BOQ/Price bid will be the final one, in case of any discrepancy/difference found In between the Specification of BOQ/Price bid and NIT

E. SPECIAL CONDITION OF CONTRACT

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

a) The dimension provided in the schedule as well as in the drawing are likely to vary slightly according to the size & space available in the Premise Area where they are to be provided or placed, Bank have the right to slightly modified the dimensions of the items to suit the site & no claim therefore shall be made by the contractor.
- Protection of works and property:** The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to causes beyond his control.
- Inspection of Work:** The Bank's Engineer/Consultant or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where

they are obtained and the contractor shall give every facility for inspection and examination and test of the materials and workmanship.

4. **Quality of Materials, Workmanship & Test:** All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Bank's Engineer/Consultant instructions and shall be subject from time to time to such tests as the Bank's Engineer/Consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining measuring sampling and testing any material or part of the work before/after incorporation in the work for testing as may be selected and required by the Architect/Consultant.
5. **Obtaining Information related to execution of work:** No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.
6. **Works to be measured:** The Bank's Engineer/Consultant may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the them in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance All authorized extra work, omissions and all variations made shall be included in such measurements.
7. **Bill Submission Format:** The bill shall be as per tender specification as detailed below along with Detail Measurement Sheet. Bill will not be accepted if detail calculation sheet of the quantity executed at site is not being attached. If required then the contractor may be ask to submit the Manufacturing certificate in due course of bill checking period

Sl.No	Descripti on	Unit	Tender rate	Ten qty	Act qty (L/B/D)	Ted amount	Act amount
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Declaration

I/We hereby declare that I/We have read the above terms and conditions /instructions carefully and fully understood and will abide by the same.

Signature of the vendor with seal :

Place :

Date :

Note: - 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 authorised Distributor for authenticity and genuineness of the material for consideration and as per make approved by the SBI. The same will not be considered for payment.