



**SBI INFRAMANAGEMENTSOLUTIONSPVTLTD.  
(SBIIMS)**

(A Wholly Owned Subsidiary of SBI)

Circle Office:4<sup>th</sup> Floor, SBI, Local Head Office, III/1,Pt.J N Marg,  
Kharvelnagar,  
Bhubaneswar-751001

**PART-1**

(Technical Bid)

**Tender for Repair of Staff Quarter at Rourkela**

Tender ID NO: **BHU201906001**      Date: **01.06.2019**

Name of the Tenderer.....

Address:.....

.....

GSTIN:.....

**Project In charge:  
Er. Sukanta Hotta,  
(96747-17368)  
Circle Head  
SBIIMS, Bhubaneswar Circle**

## E-TENDER NOTICE

Tender ID NO: BHU201906001

Date:01.06.2019

SBIIMS on behalf of SBI invites tender in two bid system from interested SBI approved empaneled **Civil contractors (Category II CE and Above)** under Bhubaneswar and other Circles of SBI (refer eligibility Criteria) (With Valid GST and Office at Odisha, having good track record of completing the work within the schedule time and competent to complete the work within **60 days for repair to Staff Quarter of SBI, at Rourkela** through two bid on line tendering mode System portal <https://www.tenderwizard.com/SBIETENDER>. Details of tenders are as under:

1.	Name of Work	:	<b>Repair to Staff Quarter of SBI, Rourkela,</b>
2.	Cost of Tender document	:	<b>Rs.3,000/-</b> non-refundable to be deposited at SBIIMS Circle Office in the form of DD favouring <b>"SBI Infra Management Solutions Pvt. Ltd."</b> payable at Bhubaneswar on or before <b>11.06.2019 up to 03:30 PM. OR</b> can deposit through SBI Collect.
3.	Tenders shall remain valid for	:	For a period of <b>90</b> days from the date of opening of price bid of tender.
4.	Earnest Money Deposit (EMD)	:	<b>DD of Rs.11000/-</b> as EMD submitted favouring <b>SBI Infra Management Solutions Pvt. Ltd."</b> payable at Bhubaneswar on or before <b>3:30 PM , 11.06.2019 at SBIIMS Circle Office, Bhubaneswar. BBSR SBI empanelled contractors need not submit EMD.</b>
5.	Time allowed for completion	:	<b>60</b> days from the date of issue of work order.
6.	Estimated Cost	:	<b>Rs. 1136815/- + GST</b>
7.	Interim Payment	:	No interim payment will be made to the contractor. Final payment be made after completion of work and to the satisfaction of bank and SBIIMS.
8.	Availability of Tender Documents	:	Tender documents to be downloaded from the Bank's website or SBI e-tender portal <a href="https://www.tenderwizard.com/SBIETENDER">www.tenderwizard.com/SBIETENDER</a>
8.	Tender document downloading <b>Start Date</b>	:	From 5:00 P.M on <b>01.06.2019</b>
9.	Tender document downloading <b>End Date</b>	:	Upto 2.30 P.M on <b>11.06.2019</b>
10.	Last date and time of submission of Tender	:	Upto 3.30 P.M on <b>11.06.2019</b>
11.	Date and time of technical bid ( EMD , tender cost submission through Electronic mode on ) opening of tender	:	<b>11.06.2019 up to 4.00 P.M and price bid on 5 pm same day. It may be changed depending on discretionary of the SBIIMS. BBSR.</b>
12.	E-reverse Auction	:	<b>To be notified Later .</b>
13.	For any details contact	:	Circle Head: (96747-17368)

14.	For E-Tender related queries	<p><b><u>Service provider:</u></b>  M/s Antares Systems Limited,  Registered Office at: - #24, Sudha Complex,  3rd Stage, 4th Block,  Bangalore – 560079.  Ph: - 080-49352000 / 40482000  Fax: - 080-49352034</p> <p><b><u>Help Desk:</u></b>  Contact Person: Mr. Babu priyabrata/Mr.  Kushal Bose / Mr. Tousik Gohsh  Mobile no.8249111837/ 07686913157 /  09674758724 (On working days-9 hours–18  hours)  e-mail:  <a href="mailto:babupriyabrata@antaressystems.com">babupriyabrata@antaressystems.com</a><a href="mailto:kushal.b@antaressystems.com">kushal.b@antaressystems.com</a>  <a href="mailto:tousik.g@antaressystems.com">tousik.g@antaressystems.com</a>  <a href="mailto:om">om</a></p>
a)	Any abnormal increase from the quoted price / cost will not be acceptable.	
b)	The Bank reserves the right to reject any or all the tenders without assigning any reason.	
c)	<p>Electronically Sealed e-tenders are invited from the <b>Bank’s Empanelled Contractors as mentioned in NIT</b> in two parts, i.e. <b>Cover – I and Cover –II separately</b> Sealed tenders in two parts i.e. cover-I and cover- II are to be submitted online on the website <a href="http://www.tenderwizard.com/SBIETENDER">www.tenderwizard.com/SBIETENDER</a>. <b>** No bid shall be accepted offline.</b></p> <p><b><u>(a) Cover-I (Technical Bid):</u></b> Techno-commercial envelope called “Electronic Format of Technical Bid” shall contain the following documents:  (i) Details of EMD and tender cost: Scan copy of Demand Draft must be uploaded in e-tender website along with technical bid  (ii) Electronic form of Technical Bid  Cover-I will be opened as per above mentioned date &amp; time in the presence of Tenderers who desire to attend. The tenderers can view the Tender opening details through their respective log in Ids on the above-mentioned e-tender portal (Website).</p> <p><b><u>(b) Cover-II (Price Bid):</u></b> Shall contain the Electronic format of Price Bid. No condition/ stipulation in Cover-II other than unconditional general rebate shall be accepted.</p> <p>Cover-II (Price Bid) will be opened only of those bidders who are successfully in Technical Bid (Cover- I) after through scrutiny. <b>The contractor/ vendor can view the Tender opening details through their respective log in Ids on the above-mentioned e-tender portal (Website).</b></p>	
e)	The Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.	
f)	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.	

g) The Bank reserves the right to reject all tenders without assigning any reason whatsoever.

## **E-TENDERING INSTRUCTIONS TO BIDDERS**

### **General**

State Bank of India hereby publish the TENDER on e-tendering Portal (Website) [www.tenderwizard.com/SBIETENDER](http://www.tenderwizard.com/SBIETENDER) in Electronic mode hereinafter referred as “e Tendering” and TENDER will be hereunder called as “e-Tender”. The e-tender published online through above portal (website) consisting of standard tender conditions, specifications, schedule of quantities, drawings (if any) for above referred work. Please note that copy of the above e-tender can be downloaded from above portal (website) and should be mandatorily submitted in Online Electronic Mode hereinafter referred as “Online Offer”. The submission of Online offer duly Encrypted & Digitally signed on above portal should be in prescribed Electronic Forms (Online) available on above portal for respective tender in Online Envelope(s) on or before As per the key Dates mentioned in the Tender Notice in this document and online portal for above tender .

### **Instructions**

#### **1. Tender Bidding Methodology:**

Electronically Sealed Bid System – Two Stage - Two Envelopes’, followed by ‘e-Reverse Auction’, if required, after opening of Financial-part.

#### **2. Broad outline of activities from Bidders prospective:**

1. Procure a Digital Signing Certificate (DSC)  
2. Register on the e-Procurement portal [www.tenderwizard.com/SBIETENDER](http://www.tenderwizard.com/SBIETENDER).  
(The contractors need to upload scan copy of their valid empanelment letter in the portal otherwise their registration would be cancelled)

3. Create Users and assign roles on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Clarification to Tender Documents on the above portal
7. Bid-Submission on the above portal
8. Attend Public/Limited Online Tender Opening Event (TOE) on the above portal  
– Opening of Technical-Part
9. Post-TOE Clarification on the above portal (Optional)  
– Respond to SBI’s Post-TOE queries
10. Attend Public/Limited Online Tender Opening Event (TOE) on the above portal  
– Opening of Financial-Part (Only for Technical Responsive Bidders)
11. Participate in e-Reverse Auction on the above portal

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

#### **3. Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be complaint with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

#### **4. Registration**

To use the Electronic Tender portal [www.tenderwizard.com/SBIETENDER](http://www.tenderwizard.com/SBIETENDER), vendors need to register on the portal. Registration of each organization is to be done by one of its senior

persons vis-a-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site.

Note: After successful submission of Registration details please contact to the Helpdesk of the portal to get your registration accepted/activated.

**Help Desk:**

Contact Person: Mr. Babu priyabrata/ Mr. Kushal Bose / Mr. Tousik Ghosh

Mobile no. 08249111837/07686913157 / 09674758724 (On working days-9 hours-18 hours)

e-mail: [babupriyabrata@antaressystems.com](mailto:babupriyabrata@antaressystems.com)/[kushal.b@antaressystems.com](mailto:kushal.b@antaressystems.com) /  
[tousik.g@antaressystems.com](mailto:tousik.g@antaressystems.com)

**5. Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on the portal. Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD) & Cost of Bid Document
- Submission of digitally signed copy of Tender Documents/ Addendum
- Power of Attorney, · Two Envelopes,- Technical-Part, Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Please note that above e-Tendering system is an automatically time locked system which will be locked immediately as soon as due date and time is over and will not accept any offer after that. So, the tenderers are strictly advised to do their process well before the due date and time to avoid any such instances.

**6. Tender Opening Event (TOE)**

The e-Procurement portal offers a unique facility for 'Public/Limited Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public/Limited Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure 'Public/Limited Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public/Limited Online Tender Opening Event (TOE)'. The portal has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public/limited tender opening event, during e-auction, it is the bidder's responsibility

to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of SBI by the bidders in time, then SBI will promptly re-schedule the affected event(s).

#### 7. Minimum Requirements at Bidders end

In order to operate on the electronic tender management system, the user's machine is required to be set up. The machine must have running XP service Pack 3 or higher version of Windows like Vista or Window 7. Also need to install Mozilla Fire fox web browser and latest Version of Java.

**For and behalf of  
State Bank of India**

## INSTRUCTIONS TO THE TENDERERS

### **Eligibility Criteria:**

Interested SBI contractors of other circles must satisfy following conditions:

Condition-I: valid GST no for Odisha State,

Condition-II: Must have an office in Odisha,

Condition-III: Must have completed any one of the following:

One civil work of Rs.9.5 lakhs or two nos civil works of Rs. 6 lakhs each or three civil works of Rs. 4.5 lakhs each. Civil work means civil repair and renovation works or construction works.

Supporting document shall be attached.

#### **1.0 Scope of Work**

Sealed tenders are invited by SBIIMS, Bhubaneswar Circle for and behalf of SBI, LHO, P&E deptt., ( 2<sup>nd</sup> floor), Kharvelanagar, Bhubaneswar for " **Repair to Staff Quarters of SBI, Rourkela,**

#### **2.0 Tender Documents**

2.1 The work has to be carried out strictly according to the conditions stipulated in tender consisting the documents as NIT, Instructions to the Tenderers, General Conditions of Contract, special conditions of contract, technical specifications, price bid, drawings

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies shall take precedence in the order as Price Bid, Additional specification, Technical specification, Drawings, Special conditions of contract, GCC, instructions to Tenderers.

**3.0 Site Visit:** The tenderer must obtain himself on his own responsibility and his own expenses all information, data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

**4.0 Earnest Money:** The tenderers are requested to submit the **Earnest Money of Rs. 11,000/- ]** in the form as mentioned in NIT. No interest will be paid on the EMD.

**5.0 Initial Security Deposit:** The successful tenderer will have to submit a sum equivalent to **2% of contract value** less EMD, within a period of **07** days of acceptance of work-order.

**6.0 Security Deposit:** It shall be 5% of contract value including ISD. 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 3% of contract value is reached. 50% of the total security shall be paid to the contractors on the basis of Architects certifying the virtual completion and the contractor's removal of his materials, equipment, labour force, temporary sheds, stores, site office etc. The balance 50% would be paid to the contractors 15 days after the defects liability period as



specified in the contract provided he has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract.

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

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 **one week** from the receipt of intimation of acceptance of his tender by the Bank.

**8.0 Completion Period:** Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of **60 days** from the date of handing over site or 7 days from the date receipt of work-order of acceptance whichever **is later**.

**9.0 Validity of Tender: 3 ( Three ) months** from the date of opening price bid. If the tenderer withdraws his / her offer during the validity period or makes modifications in his / her original offer which are not acceptable to the Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

**10.0 Liquidated Damages:** The liquidated damages shall be **0.5% of the contract value per week subject** to a maximum of 5% of contract value.

#### **Addendum to Liquidated Damages Clause :-**

1. The parties hereby agree that due to negligence of act of the Contractor, if the employer suffers losses, damages, the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Contractor agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

1.2 The amount of liquidated damages under this Contract shall not exceed 5% of the total value of the contract.

1.3 The liquidated damages shall be applicable under following circumstances:

1.3.1 If the deliverables are not submitted as per schedule and time, the Contractor shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

1.3.2 If the deliverables are not acceptable to the Employer, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Contractor shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of the services for every week or part thereof for the delay

1.3.3 Any delay beyond this, STATE BANK OF INDIA shall be free to terminate the contract and get the work done from an alternate source at the risk of the contractor, besides forfeiting EMD. The decision of the Bank as to the period of delay on the part of the contractor and the quantum of compensation for such delay shall be final and binding on the contractor. If the contractor is unavoidably hindered in carrying out the work on account of delayed decision or the approval by the Bank, which are necessary to carry out further work, he shall be allowed suitable extension of time by concerned authority of the Project, whose decision shall be final and binding on the contractor. No claim of the contractor shall be entertained against the Bank for such delayed approvals / decisions by the Corporation, excepting suitable extension of time.

#### **11.0 Rates and Prices**

11.1 In case of item rate tender

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

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

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

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

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, vat levies etc. but excluding GST which will be paid separately to the contractors

## ARTICLES OF AGREEMENT

( On Non-Judicial Stamp Paper of Rs. 200.00 )

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_  
Two thousand \_\_\_\_\_ between the **STATE BANK OF INDIA**, a Corporation constructed under the State Bank of India Act, 1955 and having its Corporate Centre at Madam Cama Road, Mumbai 400 021. ( hereinafter referred to as "the OWNER" ) which expression shall include its successor or successors and assigns ) of the ONE PART through the authorized officer Assistant General Manager (Premises) ( Designation )

AND

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_  
( therein after referred to as the 'CONTRACTOR' ) of the OTHER PART.

WHEREAS the OWNER is desirous of " **Repair to Staff Quarters of SBI, Rourkela**, ( herein after called the ' Work' ).

AND WHEREAS the Owner in order to effectively carry out the work has engaged **M/s. SBIIMS, Bhubaneswar**, a firm of Consultants, Architects, Engineers and Planners ( herein after referred to as The Consultants) to prepare Scheme plans, Detailed Drawings & specifications, description of work, to supervise the work and to assist in concerned technical matters.

AND WHEREAS the Owner has caused the plans, drawings and specifications, priced schedule of quantities of the works to be **executed** as per conditions of the contract and special conditions prepared with the assistance of the said Architect / Consultant subject to which the offer of the Contractor shall be accepted

WHEREAS the contractor has deposited with the Owner [EMD Rs. ....../- + ISD Rs. ....../- ] = **TOTAL Rs. ....../-** (Rupees ..... ) as security deposit for the due performance of the Agreement and WHEREAS the Owner has issued letter of intent work order to the Contractor through the architect.

AND WHEREAS said drawings inclusive of the specifications, priced schedule of quantities, conditions of contract and special conditions all of which are collectively hereinafter collectively referred to as the said condition ) have been signed by the parties hereto and the contractor has agreed to execute the works upon and subject to the said conditions.

### **NOW IT IS HEREBY AGREED AS FOLLOWS :**

1. In consideration of the payments to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions execute and complete the works shown upon the site drawings



etc. and such further detailed drawings as may be furnished to the contractor by the said owner through the Architect as described in the said specifications and the said priced schedule of quantities.

2. The Owner will pay to the **Contractor the sum of Rs. \_\_\_\_\_** ( **Rupees \_\_\_\_\_** only) (hereinafter called the contract sum) or such other sum become payable hereunder at the times and in the manner specified in the said conditions. However, the actual sum will be paid on the actual value of work done, irrespective of the contract sum.
3. The term "The Architects / Consultants' in the said conditions shall mean the said **M/s. SBIIMS, Bhubaneswar** and in the event of the said Architect / Consultant ceasing to be the Architect / consultant for the purpose of this contract such other person as shall be nominated for the purpose by the Owner.
4. The plans, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.
5. The said contract comprises the works as above mentioned, and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Owner even though said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
6. Notwithstanding what are stated in the special condition, conditions of contract and hereinbefore stated the Owner through the Architect / Consultants reserves to himself the right to alter the drawings and nature of the work and of adding to or omitting any items of works form or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
7. The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
8. 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.
9. 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 7<sup>th</sup> day after issue of formal work order as provided for in the said conditions whichever is **earlier** and to complete the entire work **within 60 days** subject to nevertheless the provisions for extension of time.
10. All payments by the employer under this Contract will be made only at Bhubaneswar.
11. Any dispute arising under this agreement shall be referred to the arbitration to a sole arbitrator appointed with consent of the Owner and the Contractor as indicated in the Articles of the General Conditions. The award of the arbitrator shall be final and binding on both parties. The court in Bhubaneswar shall have jurisdiction to determine the same.
12. That the several parts of this contract have been read by the Contractor and fully understood by the contractor.

IN WITNESS WHEREOF, the parties hereto executed these presents the day and year hereinabove written.

WITNESS

EXECUTANTS

1.

1. OWNER

2.

1.

2. CONTRACTOR

2.

Signature with Seal

( In case of the Company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc. as the case may be affixing common seal may be initial in token thereof and also by putting their names.)

## GENERAL CONDITIONS OF CONTRACT (G.C.C.)

### **1.0 Definitions:**

Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between **SBI – LHO** , Premises & Estate Department (Client) and the Contractor, together with the documents referred therein including these conditions, the specifications, designs and instructions issued from time to time by Architects / 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 ' is having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and includes the Client's representatives successors and assigns.

'Consultants' shall mean **M/s. SBIIMS, Bhubaneswar,**

1.1.2 ' Site Engineer ' shall mean an Engineer appointed by the SBIIMS as their representative to give instructions to the contractors.

1.1.3 'The Contractor' shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

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

1.1.4 'Engineer' shall mean the representative of the Architect / Consultant.

1.1.5 'Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the Architect / Consultant 'Month' means calendar month.

1.1.6 'Week' means seven consecutive days.

1.1.7 'Day' means a calendar day beginning and ending at 0:00 hrs and 24 hrs respectively.

## **CLAUSE**

### **1.0 Scope of Work**

The contractor shall carry out complete and maintain the said work in every respect is strictly accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the Architect / Consultants. The Architect / Consultant at the direction of the Bank from time to time issue further drawings and / or written instructions, details directions and explanations which are hereafter collectively referred to as Architect's / Consultant's instructions in regard to the variation or modification of the design, quality or quality of work or the addition or omission or substitution of any work. The removal from the site of any materials brought thereon by the contractor and any substitution of any other materials therefore the removal and / or re-execution of any work executed by him. The dismissal from the work of any person employed engaged thereupon.

### **2.0 Ownership of Document**

All specifications and copies thereof furnished by the SBI through its Architect / Consultant are the properties of the SBI. They are not to be used on other work.

### **3.0 Detailed Instructions**

The SBI through its Architect / Consultants shall furnish with reasonable promptness additional instructions as necessary for the proper execution of the work. All such instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI through the Architect / Consultant for approval.

### **4.0 Copies of Agreement**

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

### **5.0 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 behaviour is found to be unsatisfactory by the SBI / Architect / Consultant he shall be removed from the site immediately.

### **6.0 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, ordinances rules, applicable to the contractor. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing under intimation of the Architect / Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

### **7.0 Setting out Work**

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

### **8.0 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 protection 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 of about or adjacent to his place of work.

**The contractor shall take insurance covers as per clause 26.0 at his own cost.** The policy may taken in joint names of the contractors and the SBI and the original policy may be lodged with the SBI.

### **9.0 Inspection of Work**

The SBI / Architect / Consultant or their representatives shall at all reasonable time have free access to the work site and / or to the workshop, factories or other places where materials are lying or from where

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

#### **10.0 Assignment and Subletting**

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

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

(i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect / Consultant instructions and shall be subject from time to time to such tests as the Architect / 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 normally required for examining measuring sampling and testing any material or part of the work before incorporation in the work for testing as may be selected and required by the Architect / 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 Architect / Consultant. Before submitting the sample / literature the contractor shall satisfy himself the material / equipment for which he is submitting the samples / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Architect / Consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect / 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 Architect / 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 / equipments etc. shall be 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 provided for in the specification or BOQ.

(iv) Costs of tests not provided for

If any test is ordered by the Architect / Consultant which is either

(a) If so intended by or provided for or (in the cases above mentioned) is not so particularized or though so intended or provided for but ordered by the Architect / 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.

#### **12.0 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.

### **13.0 Contractor's superintendence**

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

### **14.0 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 subject to maximum variation of the contract value by 25%. The amount paid under Clause 20 and 21 hereof as well as amounts of prime cost and provisional sums, if any, shall be executed. Some quantities may not be executed by Bank depending upon site conditions and / or at the discretion of bank.
- (ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 22 (e) hereof.

### **15.0 Works to be measured**

The Architect / 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 Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the Architect / Consultant shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall recorded in token of his acceptance. All the corrections shall be duly attested by both representatives.

No over writings shall be made in the Measurement Book should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Architect / Consultant shall be final. All authorized extra work, omissions and all variations made shall be included in such measurements.

- 15.A If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 15.B Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 15.C The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within **07 days** from the stipulated date of start of the work, sign the contract consisting of:-
  - (i) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
    - (a) Various standard clauses with corrections up to the date stipulated in contract if any.
    - (b) Safety Code.
    - (c) Model Rules for the protection of health, sanitary arrangements for workers engaged by contractor.
    - (d) Contractor's Labour Regulations.
    - (e) List of Acts and omissions for which fines can be imposed.
  - (iii) No payment for the work done will be made unless contract is signed by the contractor.

### **16.0 Variations**

No alteration, omission or variation ordered in writing by the Architect / Consultant shall vitiate the contract. In case the SBI / Architect / Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect / Consultant shall give notice thereof in writing to the

contractor or shall confirm in writing within seven days of giving such oral instruction the contractor shall after to add to omit from as the case may be in accordance with such notice but the contractor do any work extra to or make any alteration or additions to or omissions from the works any deviation from any of the provision of the contract, stipulations, specifications contract drawings without previous consent in writing of the Architect / Consultants and value of such extras, alterations, additions or omissions shall in all cases be determined the Architect / Consultant and the same shall be added to or deducted from the contract value as the case may be.

## **17.0 Valuation of Variations**

No claim for an extra shall be allowed unless it shall have been executed under it authority of the Architect / 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.
- (a) (ii) Rates for all items, wherever possible should be derived out of the rates give 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 such 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 and remaining items or works are carried out, then the contractor shall within 7 days or the receipt of the letter of acceptance inform the Architect / 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 Architect / Consultant shall fix such rate or prices as if 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 Architect / Consultant) the workman's name and materials employed be delivered for verifications to the Architect / Consultant at or before the end of the week following that in which the work has been executed.
- (e) It is further clarified that for all such authorized extra item 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.

## **18.0 Final Measurement**

The measurement and valuation in respect of the contract shall be completed within 6 months of the virtual completion of the work.

## **19.0 Virtual Completion Certificate ( V C C )**

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, structures including labour sheds / camps and constructions and other items and things whatsoever brought



upon or erected at the site or any land allotted to the contractor by the SBI and not incorporated in the permanent works.

- (c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the SBI and shall clear, level and dress, compact the site as required by the SBI.
- (d) Shall put the 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 SBI to the full satisfaction of SBI.

Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Architect / Consultant is satisfied of the completion of work. Relative to which the completion certificate has been sought, the Architect / Consultant shall within 14 days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

The issuance of a VCC shall be without prejudice to the SBI's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall be issuance of VCC in respect of the works or work at any site be construed as a waiver of the right or claim of the SBI against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

## **20.0 Work by other Agencies**

The SBI / Architect / Consultant reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work.

The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the SBI. Such work shall be carried out in such manners not to impede the progress of the works included in the contract.

## **21.0 Insurance of Works**

21.1 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 except risks, for which he is responsible under the terms of contract and in such manner that the SBI and contractor are covered for the period stipulated in Clause 1 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 Architect / Consultant the policy of insurance and the receipts for payment of the current premiums.
- (d) Submitted original “ **Contractor's All Risk Insurance Policy** ” and “ **Workmen's Compensation ( General ) Policy** ” made by contractor's own cost .

## **21.2 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 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) Inquiries 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 damages was contribute 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.

### **21.3 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 provision sub-clause 26.2 of this clause.

### **21.4 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 articles 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 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 Architect / Consultant in this behalf.

### **21.5 Third Party Insurance [ Contractor's All Risk Insurance Policy ]**

21.5.1 Before commencing the execution of the work by the contractor but without limiting his obligations and responsibilities under Clause 26.0 of GCC shall insure against his liability for any materials 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 26.0 thereof.

#### **21.5.2 Minimum Amount of Third Party Insurance**

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

21.5.3 The minimum insurance cover for physical property, injury and death is **Rs. 5.00 ( Five ) Lacs** per occurrence with the number of occurrences limited to four. After such occurrence contractor will pay additional premium necessary valid for four occurrences always.

### **21.6 Accident or injury to Workmen [ Workmen's Compensation ( General ) Policy ]**

21.6.1 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.

#### **21.6.2 Insurance against accidents etc. to workmen**

The contractor shall insure against 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 Architect / Consultant such policy of insurance and receipt for payment of the current premium.

Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect / Consultant when such policy of insurance and the receipt for the payment of the current premium.

**1) Car Policy**

**2) Labour Policy**

**26.6.3 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 the 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.

26.6.4 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 policy taken under this clause proceed with due diligence to rebuild or repaired 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.

**22.0 Extension of Time**

If in the opinion of the Architect / Consultant the work to be delayed for reasons beyond the control of the contractor, the Architect / 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 Architect / 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 reasons in detail and his justification if any for the delays. The Architect / 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 for liquidated damages. For the balance period in excess of original stipulated period and duly sanction extension of time by the SBI the provision of liquidated damages as stated under Clause 9.0 shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

**23.0 Rate of Progress**

(i) 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 Architect / Consultant. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect / Consultant too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion, the Architect / Consultant shall thereupon take such steps as considered necessary by the Architect / Consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect / Consultant neither shall relieve the contractor from fulfilling obligations under the contract nor will he is entitled to raise any claims arising out of such directions.

**24.0 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 Architect / Consultant 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 Architect / Consultant. However, the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Architect / 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.

#### **25.0 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 the work to be carried out. The Architect / Consultant shall give notice in writing to the effect to the contractor and the contractor shall act accordingly.

In the matter the contractor shall have not claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and 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 Architect / 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 claim on account of any deterioration or damage while in the custody of the contractor and this respect the decision of Architect / Consultant shall be final.

#### **26.0 Suspension of Work**

(i) The contractor shall on receipt of the order in writing of the Architect / 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 Architect / Consultant may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- (a) On account any default on the part of the contractor, or
- (b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
- (c) For safety of the works or part thereof.

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

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

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

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

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

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

which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (Of the amount of which excess the certificates in writing of the Architect / Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the 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 Architect / 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.

## **27.0 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 7 days after notice to him to do so to show to the reasonable satisfaction of the Architect / Consultant that he is able to carry out and fulfil the contract and to give security therefore if so required by the Architect / 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 his contract without the consent in writing of the SBI through the Architect / Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

- (a) Has abandoned the contract; or
- (b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 15 days after receiving from the SBI through the Architect / Consultant written notice to proceed , or
- (c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed with in 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 Architect / Consultant that the said materials were condemned and rejected by the Architect / Consultant under these conditions ; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's or Architect's / Consultant's instructions to the contrary subject any part of the contract.

Then and in any of said cases the SBI and or the Architect / Consultant, may not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect / Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor.

And further the SBI through the Architect / Consultant their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or Roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBI or the Architect / Consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 15 days after receipt thereof by him the SBI sell the same by public auction after due publication, and shall adjust the amount realized by such

auction. The contractor shall have no right to question any of the act of the SBI incidental to the same of the materials etc.

## **28.0 Certificate of Payment**

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

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

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

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

The SBI shall modify the certificate of payment as issued by the Architect / Consultant from time to time while making the payment.

The contractor shall submit final bill only after taking actual measurements and properly recorded in the Measurement Books / Sheets.

- Interim Payment :-**
- a) **Payment shall be made after completion of work subject to satisfaction by Bank & SBIIMS,.**
  - b) **Interim Payment may be considered as per progress of work & volume of work, it depends upon Bank discretionary , which shall be liable & bind on contractor .**

## **29.0 Settlement of Disputes and Arbitration**

Except where otherwise provided in the contract all questions and disputes relating to meaning of the specifications, designs, drawings and instructions herein before mention and as to the quality of workmanship of 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 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 Architect or in case the contractor wants to dispute the validity of any deduction 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 Asst. Gen. Manager, SBI. – Local Head Office, Bhubaneswar, Premises & Estate Deptt., and endorsed a copy of the same to the Architect within 30 days from the date of disallowance thereof or the date of deduction or recovery.

The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the AGM (Admn.) 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 Asstt. Gen. Manager in writing in the manner and within the time aforesaid.

Asst. General Manager shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Asst. Gen. Mgr. (Admn.) submit his claims to the conciliating authority namely the Chief General Manager, SBI – LHO., Bhubaneswar , Premises & Estate Deptt., for conciliation and with all details and copies of correspondence exchanged between him and Asst. General Manager.

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 A.G.M or Chief Manager of the Bank for appointment of the arbitrator to adjudicate the notified claims failing which the claims of an contractor shall be deemed to have been considered absolutely barred and waived.



Except where the decision has become final, binding and conclusive in terms of 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 A.G.M. 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 AGM. Such person shall be entitled to proceed with the reference from the stage at which it was left 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 A.G.M (Admn.) as aforesaid should act as arbitrator.

The conciliation and arbitrator shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory 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 arbitrator shall, if required to be paid before the award is made and published be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

### **30.0 Water Supply**

The rates quoted by the contractor includes all expenditure for providing water for the works including that for the work people and all staff at site. However, the contractor may be allowed to use the **existing source at the site for which recovery @ 0.5% of the contract value will be recovered from his bills.** The arrangement for distribution will be contractor's responsibility. But in no way Bank will be held responsible for continuous supply of water.

### **31. Power Supply**

Contractor shall have to arrange for D.G. set at his own cost, risk and responsibility to carry out the work at site whenever required for and asked by the Bank / Architect.

The contractor shall at his own cost arrange for necessary power for the work and lighting for the entire period of contract. However, Bank may provide power from their existing source at site on providing suitable electric meter approved by Bank / Architect. Bank will recover from the contractor the power consumed as per prevailing rate from time to time from their running bills / final bill. If electric meter is not arranged by the **contractor recovery @ 0.5% of the contract value will be recovered from his bills.** But in no way Bank will be held responsible for continuous supply of electricity. For more see clause 10.0 of 'SPECIAL CONDITIONS OF CONTRACT'

### **32.0 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.

### **33.0 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 with up to date. Rules laid down by the Bureau of Indian

Standards. In the event any dispute / disagreement the decision of the Architect / Consultant shall be final binding on the contractor.

#### **34.0 Maintenance of Registers**

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

- (ii) Register for hindrance to work.
- (iii) Register for running account bill.
- (iv) Register for labour

Contractor shall also maintain a site order book

#### **34.0 Price Variation**

Not applicable.

#### **35.0 Force Majeure**

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

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

35.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

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

#### **36.0 Local Laws, Acts, Regulations**

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

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

(x) Any other Act or enactment relating thereto and rules framed there under from time to time.

### **37.0 Accidents**

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

## **SPECIAL CONDITIONS OF CONTRACT**

### **1.0 Dimensions and Levels**

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

### **2.0 Notice of Operation**

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

### **3.0 Construction Records**

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

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

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

### **5.0 Temporary Works**

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

### **6.0 Work Programme**

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

(ii). As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the architect/ engineer –in-charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones.

- (iii) The programme chart should include the following:
- (a) Descriptive note explaining sequence of the various activities.
  - (b) Network (PERT / CPM / BAR CHART).
  - (c) Programme for procurement of materials by the contractor.

Programme of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition to above, to achieve the progress of Work as per programme, the contractor must bring at site adequate shuttering material required for cement concrete and R.C.C. works etc. for three floors within **a week** from the date of start of work till the completion of RCC work as per requirement of work. The contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.

(iv) If at any time, it appears to the Architect/ Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer in Charge/ Architect. A recovery of **Rs. 500/-** (For works costing upto Rs. 50 Lakhs) / Rs. 1000/- (for works costing more than Rs. 50 lakhs upto Rs 2 crores) and Rs 2500 (for works costing more than Rs 2 cr upto Rs 5 Cr) and Rs 2500 (for works costing more than Rs 5 cr upto Rs 20Cr) and Rs 5000 (for works costing more than Rs 20 cr) shall be made on **per day basis** in case of delay in submission of the modified programme

(v) The submission for approval by the Engineer-in-Charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge/ Architect to take action against the contractor as per terms and conditions of the agreement.

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

- (a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary the contractor has to sink and a tube well / open well and bring water by means of tankers at his own cost for the purpose. The SBI will not be liable to pay any charges in connection with the above.
- (b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.
- (c) The contractors for other trades directly appointed by the SBI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBI will reimburse the amount on production of receipts.
- (d) The SBI as well as the Architect / Consultant shall give all possible assistance to the contractors to obtain the requisite.
- (e) Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

## **8.0 Office Accommodation**

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

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

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

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

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

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

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

- (i) The contractor shall provide suitable arrangement for fire fighting at his own cost. For this purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with stand and some with water. These equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- (ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following :-
  - (a) Proper handling, storage and disposal of combustible materials and waste.
  - (b) Work operations which can create fire hazards.
  - (c) Work operations which can create fire hazards.
  - (d) Type, number and location of containers for the removal materials and rubbish.
  - (e) Type, size, number and location of the fire extinguishers or other 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 Architect / Consultant. Any communication relating to the works may be conveyed through. Records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall carefully maintained and preserved by the contractor and shall be made available to the Architect / Consultant as and when demanded.

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

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

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

#### **14.0 Site Meetings**

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

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

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the Architect / Consultant at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other 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 by other specialist contractors or other sub contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

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

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

#### **18.0 Approved make**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**25.0 Datum**

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

**26. Benches**

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

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

**27. Removal of Improper work**

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

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

**28.0 Dismissal of Workmen**

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

**29.0 Concealed Work**

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

**30.0 Substitution**

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

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

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

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

**32.0 Defects after Completion**

The contractor shall make good at his own cost and to the satisfaction of the Owner all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In

default the Owner may employ and pay other persons to amend and make good such damage, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Owner or may be deducted by the Owner, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under Clause No. 1.(c) together with any expenses the Owner may have incurred in connection therewith.

**33.0 Idle Labour**

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

**34.0 Guarantee for the Specialised Works**

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

**35.0 Declaration**

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

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

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

Address:

Witness:

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

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

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

## **SAFETY MEASURES AT SITE:**

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

d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

f) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.

g) Those engaged in welding works shall be provided with Welder's protective eye-shields.

h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

i) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

12. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions:-

a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.

b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.

d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.

e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

f) Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.

g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices, mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

PROFORMA OF HINDRANCE REGISTER

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

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

SE = Site Engineer

PE = Project Engineer

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

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

PROFORMA FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME

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

Date      Month      Year

- (a) 1st extension vide Bank's Letter No.
- (b) 2nd extension vide Bank's Letter No.
- (c) 3rd extension vide Bank's Letter No.

9. Reasons for which extensions have been previously given (copies of the previous applications should be attached)
10. Period for which extension is applied for and the reasons thereof including hindrances time for extra work assigned , if any etc.

Signature of Contractor

### STANDARD SPECIFICATION

Unless otherwise specified elsewhere in this contract, all work under this contract shall be carried out in accordance with the technical specification and the latest issue of the Indian Standard Specification applicable to the particular class of work. Relevant issue of I.S. specification applicable to the particular work have been described along with the specification for the respective works. If same is not specified, in such case, the contractor may contact Architect for further instructions. In case of any confusion of dispute regarding the meaning and interpretation of any specification for the respective works, the decision of the Bank / Architects shall be final and binding on the Contractor.

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

Product	Brand specified
Cement	Ultratech/ OCL/ JK Cement (PPC/PSC)
Sand	Locally available good quality river sand
Bricks	Locally available good quality bricks
GI Pipes	Medium quality TATA/ Prakash
CI Pipes	Hepco/ BES / Gini as approved
Plumbing fittings	Jaquar/Hindware/ Parryware/ Cera as approved
Chemicals Cement based	Fosroc/ Ultratech/ Choskey/ STP/Sika as approved
Vitrified Tiles	Johnson/ Kajaria/ Somany as approved
Ceramic tiles	Johnson/ Kajaria/ Somany as approved
White Cement	Birla white/ JK White
Paintings, Primers	Asian/ Berger/ Dulux as approved
Flush door	Globe/Century/ Kitply/ Mayoer as approved