



SBI INFRA MANAGEMENT SOLUTIONS PVT LTD. (SBIIMS)

(A Wholly Owned Subsidiary of SBI)

CIRCLE OFFICE: 4th Floor, SBI, Local Head Office, III/1, Pt. J N Marg, Kharvelnagar,
Bhubaneswar- 751001

PART- I

(Technical Bid)

(RE-TENDER)

**E-TENDER FOR EXTERNAL PAINTING AND ALLIED CIVIL
WORKS AT STAFF QUARTERS AT BHUBANESWAR CENTRE**

Tender No: BHU201905004 Date: 13.05.2019

Last date of submission of tender: 20.05.2019

Eligibility Criteria: Contractor empanelled vendors under the category of Civil Works (IICD & above) under Bhubaneswar Circle and specific category of other circle of SBI are eligible to apply

(Empaneled vendors from outside circle should have valid GST No for Odisha state and place of business at Odisha)

Name of the Tenderer.....

Address:

.....

GSTIN :.....

E-TENDER NOTICE

Tender ID: **BHU201905004**

Date: **13.05.2019**

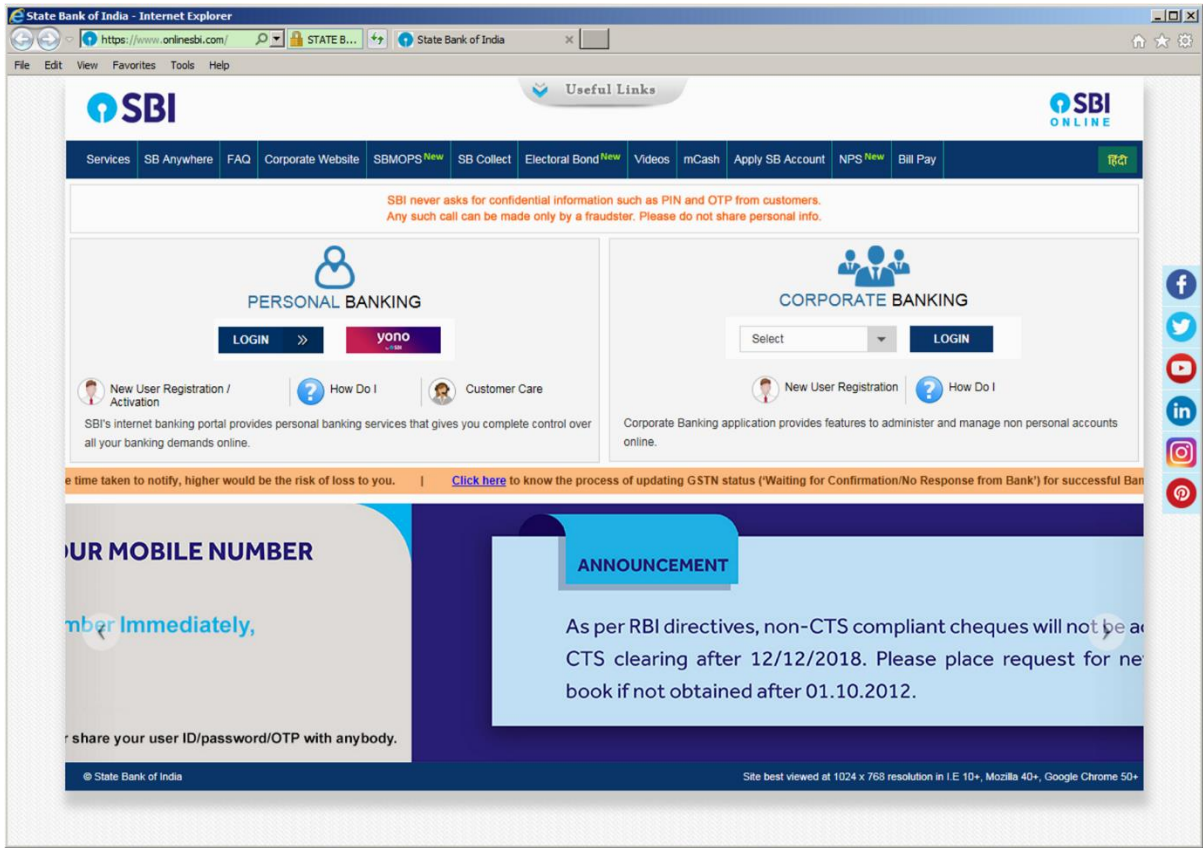
SBIIMS on behalf of SBI invites tender in two bid system through e-reverse auction from interested SBI approved empanelled **Civil works** contractors under Bhubaneswar and other Circles of SBI, competent to complete the work within 70 days (as aforesaid) for **“External painting & allied civil works of staff quarters at Bhubaneswar Centre”**. Gist of tenders are as under:

1	Name of Work	:	External painting & allied civil works of staff quarters at Bhubaneswar Centre, Bhubaneswar
2	Cost of Tender document		Rs.6,000/- + GST 18% total Rs. 7,080/- (Rupees Seven thousand eighty only) non-refundable. “Amount to be remitted through SBI e-collect. The procedure for remitting the tender fee is detailed in Annexure-I. Copy of the generated receipt with reference number shall be enclosed with the tender. https://www.onlinesbi.com . (Without which tender will be out rightly rejected) Tender ID: BHU201905004 The vendors who ever participated in the tender ID BHU201904001 dated 20.04.2019 for this works are waived from depositing the ‘cost of tender document’. However, any bidder participated last time but not participating in this tender cannot claim for refund of the “cost of tender document”.
3	Tenders shall remain valid for	:	For a period of 90 days from the date of opening of price bid of tender.
4	Earnest Money Deposit (EMD)		DD of Rs 36,500/- (Rupees Thirty Six Thousand Five Hundred Only) as EMD submitted in the form of DD in favor of”, SBI payable at Bhubaneswar on or before 12:30 PM 20.04.2019 at SBIIMS Circle Office, Bhubaneswar. Applicable for contractors empanelled other than SBI, Bhubaneswar Circle. OR For contractors empanelled under SBI Bhubaneswar Circle shall attach Scan copy of FD submitted to SBI
5	Estimated Cost	:	Rs. 36,14,125/- + GST (as per Government Rules)
6	Availability of Tender Documents	:	Tender documents to be downloaded from the Bank's website or SBI e-tender portal https://etender.sbi/
7	Tender document downloading Start Date	:	From 20.05.2019
8	Tender document downloading End Date	:	Upto 14:00 Hrs on 20.05.2019
9	Opening of technical bid & online price bid	:	On 14.30Hrs on 20.05.2019, opening of technical bid.

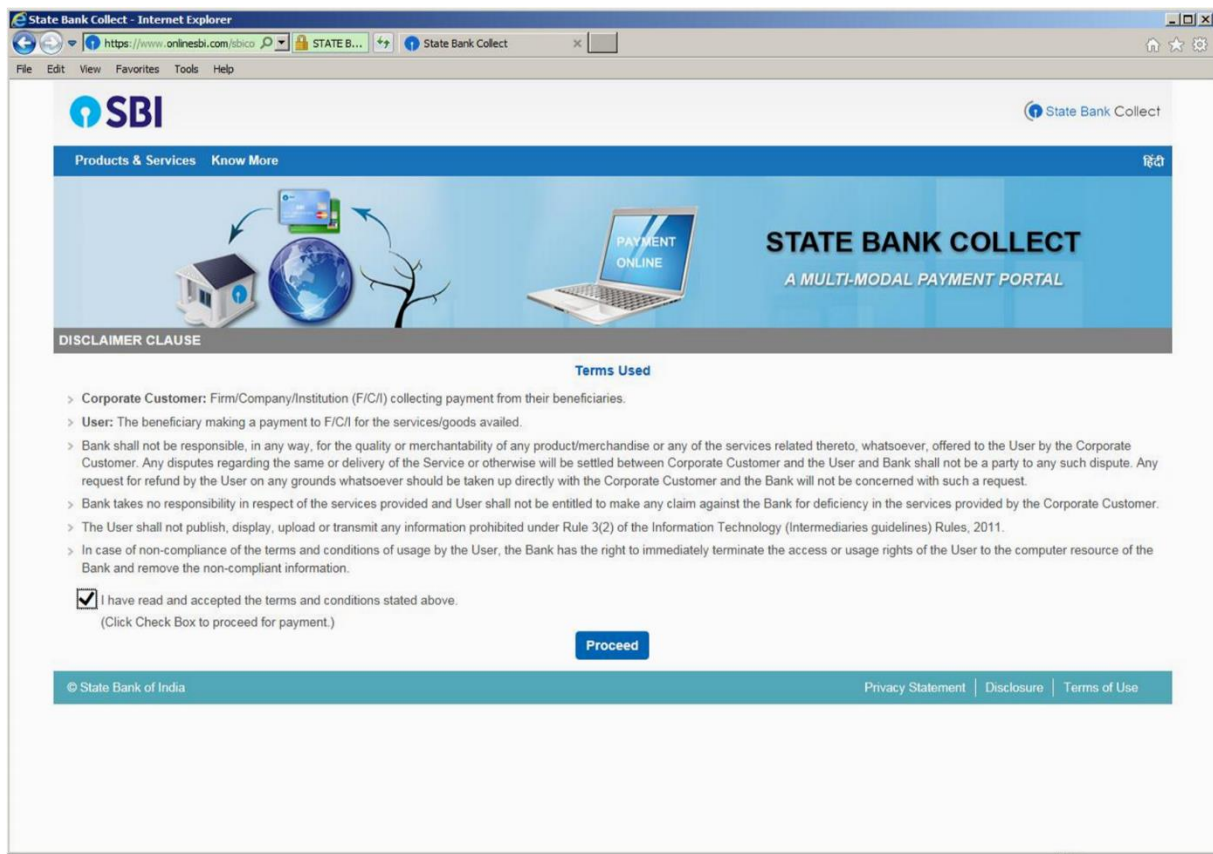
			At 15:00 Hrs for opening of indicative price bid on 20.05.2019 At 11:00 Hrs (e-Reverse auction) on 21.05.2019
10	Time for completion of works		70 days (including Sunday and all holidays), from the date of issue of work order.
11	For E-Tender related queries	:	Service provider: M/s EPTL Ms. Mr Harsh Ph:079-68136826/+91 987999611 Email: harsh.c@auctiontiger.net
12	For Technical queries		SBIIMS : Shri Prakash Chandra Sethi , Manager (Civil) Cell: 9491041610, email: prakash.sethi@sbi.co.in Circle Head:0674 2600570/9848889133
13	Interim payment		Works executed minimum value of 18.00 lakhs.
	Notes:		
a)	All contractors who are empanelled with SBI Bhubaneswar & other Circle in the specific category are only eligible for the above mentioned work.		
b)	Any abnormal increase from the quoted price / cost will not be acceptable.		
c)	The Bank reserves the right to reject any or all the tenders without assigning any reason.		
d)	<p>Electronically Sealed e-tenders are invited from the Bank's Empanelled Contractors as mentioned in NIT in two parts, i.e. Technical Bid and Price Bid separately. Technical Bid and Price Bid to be submitted online on the website https://etender.sbi/ ** No bid shall be accepted offline.</p> <p>(a) Technical Bid: Techno-commercial envelope called "Electronic Format of Technical Bid" shall contain the following documents: (i) Details of tender cost: To be submitted/deposited through SBI COLLECT gateway. (Kindly refer Annexure 1) The slip/invoice generated after deposit of requisite amount must be uploaded in e-tender website along with technical bid. <u>However, the DD of EMD and receipt of tender cost to submitted physically at our office.</u> (ii) Electronic form of Technical Bid. (iii) Scan copy of the SBI Empanelment letter of appropriate category must be uploaded in e-tender website. Technical Bid will be opened as per above mentioned date & 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) Price Bid: Shall contain the Electronic format of Price Bid. No condition/ stipulation in Cover-II other than unconditional general rebate shall be accepted. Price Bid will be opened only of those bidders who are successfully in Technical Bid after through scrutiny. The contractor/ vendor can view the Tender opening details through their respective log in Ids on the above mentioned e-tender portal (Website).</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.		
h)	<u>E-TENDERING INSTRUCTIONS TO BIDDERS- Kindly refer to Annexure 2</u>		
S/d			

Annexure-I (SBI COLLECT gateway)

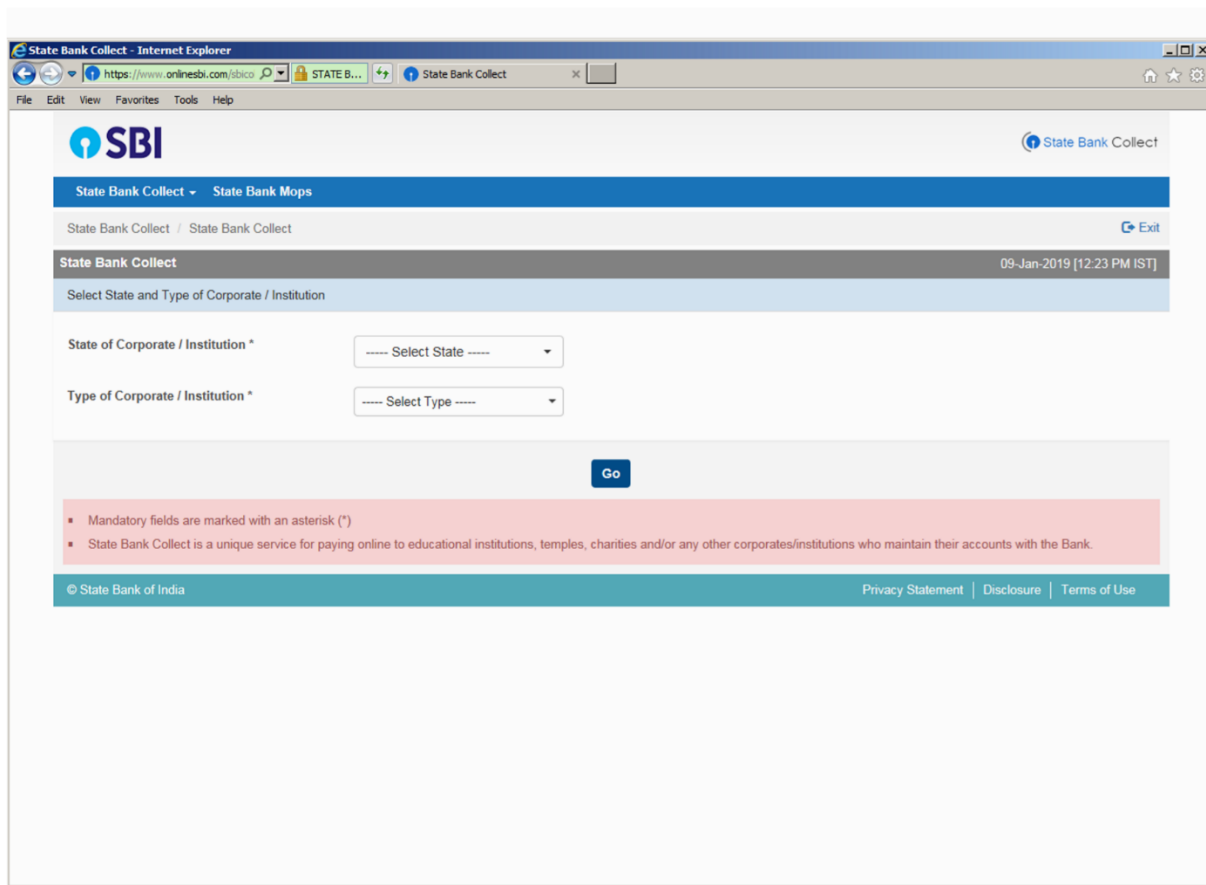
The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.



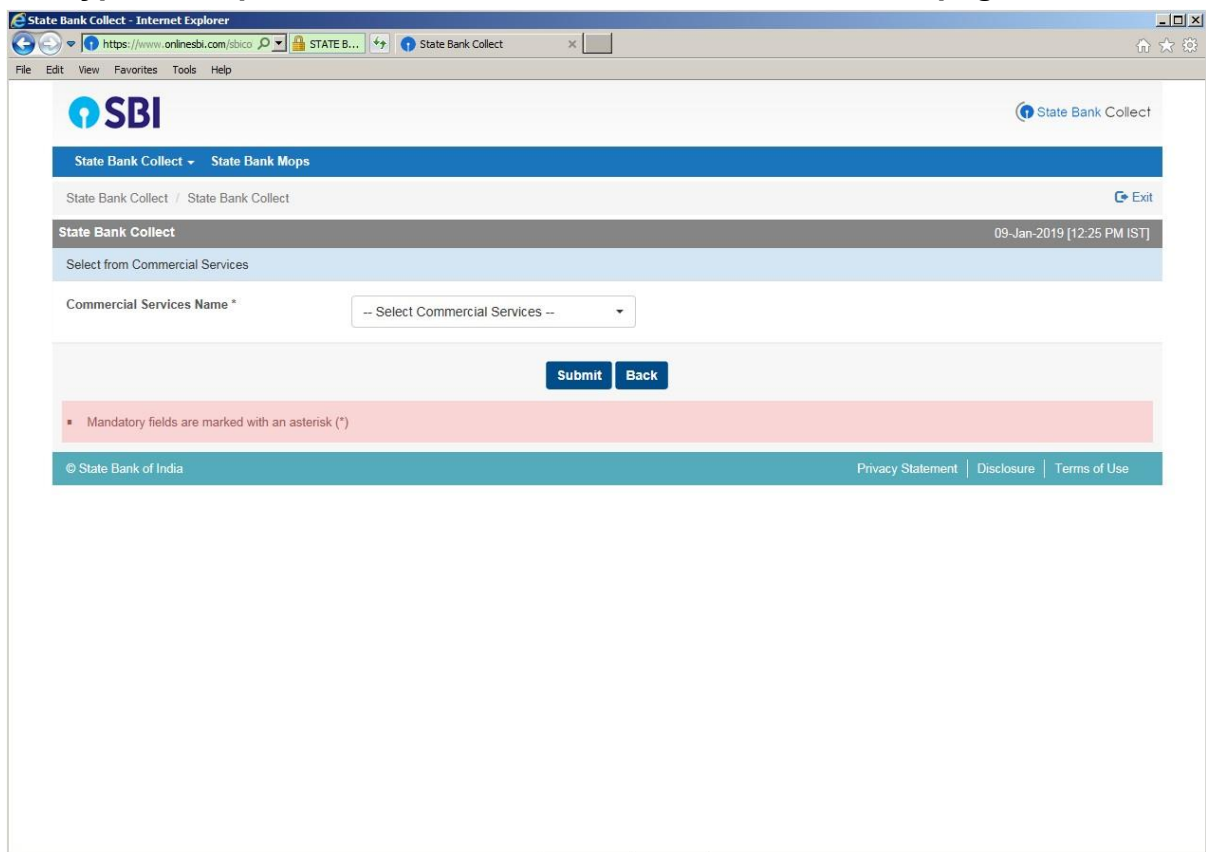
Select "SB Collect" from Top Menu that will lead to the next page:



"Proceed" will lead to the next page:



Select "All India" in "State of Corporate / Institution" & Select "Commercial Services" in "Type of Corporate / Institution". "Go" will lead to the next page:



Select "SBI Infra Management Solutions" in Commercial Services Name and "Submit"

State Bank Collect - Internet Explorer


https://www.onlinesbi.com/sbico STATE B... State Bank Collect

File Edit View Favorites Tools Help

SBI State Bank Collect

State Bank Collect / State Bank Collect Exit

State Bank Collect 09-Jan-2019 [12:28 PM IST]

 SBI Infra Management Solutions Pvt Ltd
Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021

Provide details of payment

Select Payment Category * -- Select Category --

Mandatory fields are marked with an asterisk (*)

Enter Tender ID *

- Mandatory fields are marked with an asterisk (*)
- The payment structure document if available will contain detailed instructions about the online payment process.
- Date specified(if any) should be in the format of 'ddmmyyyy'. Eg., 02082008

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Select “Tender Application Fee” in “Payment Category” and enter the “Tender ID” exactly as we preloaded with characters in Uppercase only in place of Circle Codes.


The next Page will be ready with few of the Preloaded Tender Details:

State Bank Collect - Internet Explorer
https://www.onlinesbi.com/sbicol/ State Bank Collect

SBI State Bank Collect

State Bank Collect / State Bank Collect Exit

State Bank Collect 09-Jan-2019 [12:35 PM IST]

 SBI Infra Management Solutions Pvt Ltd
Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, , Mumbai-400021

Provide details of payment

Select Payment Category * TENDER APPLICATION FEI

Tender ID * MUM2019010005

Tender Name Corp 05

Open Date 06-01-2019

End Date 12-01-2019

Amount in Rupees * 10000

Vendor Email ID

Vendor GST No *

Vendor Mobile No *

Vendor Name *

Remarks

Please enter your Name, Date of Birth (For Personal Banking) / Incorporation (For Corporate Banking) & Mobile Number. This is required to reprint your e-receipt / remittance(PAP) form, if the need arises.

Name *

Date Of Birth / Incorporation *

Mobile Number *

Enter the text as shown in the image * 39E10

- Mandatory fields are marked with an asterisk (*)
- The payment structure document if available will contain detailed instructions about the online payment process.
- Date specified(if any) should be in the format of 'ddmmyyy'. Eg., 02082008

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The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

The MIS information made available to circle authorities at the end of every Tenders will also contain this unique Reference No along with all fields shown in the above Page.

ANNEXURE-2, E-TENDERING INSTRUCTIONS TO BIDDERS

ONLINE REVERSE AUCTION FOR External painting & allied civil works of staff quarters at Bhubaneswar Centre, Bhubaneswar.

<u>BUYER NAME</u>	STATE BANK OF INDIA Local Head Office Bhubaneswar
AUCTION TO BE CONDUCTED BY	M/s e-Procurement Technologies Ltd. B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Phone: +91 79 6813 6863 6835 6840 6857 Auction Website : https://etender.sbi
DATE & TIME OF AUCTION	Online reverse Auction Date : 21/05/2019 Auction Time : 11:00 Hrs to 12:00 Hrs (With 3 Limited Extensions of 10 min each)
DOCUMENTS ATTACHED	(A) Business rules for Reverse Auction (B) Terms & conditions of Reverse Auction (C) Annexure - I (D) Process Compliance Statement (Annexure II) (E) Price Confirmation Letter (Annexure III) (F) Price break up (Annexure IV) (G) Contact Information
SPECIAL INSTRUCTIONS	<u>Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither the Service Provider nor SBI will be responsible for any lapses /failure on the part of the vendor, in such cases.</u>

Important Note: As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for an e-Procurement application is generated on a new algorithm, SHA2. Also, the Digital Signature Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista / Windows 7 installed in their respective PC / Laptop. In case of Windows XP service pack -3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.auctiontiger.net just below the label of "Download".

(A) Business rules for Reverse Auction:

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.

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

(B) Terms & conditions of Reverse Auction:

SBI shall finalize the procurement of the item against this Tender through reverse auction mode. SBI has made arrangement with M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) who shall be SBI's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized Reverse auction shall be conducted M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) on behalf of SBI, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back –up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and SBI and M/s. e-Procurement Technologies Ltd not responsible for such eventualities.
2. ETL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the Reverse Auction. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online Auction.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by State Bank of India.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. At the end of the reverse auction, bidder has to provide the price confirmation letter & a detail break up for his lowest offer within 24 hour of closing of auction as per the Annexure III & IV respectively.

7. Procedure of Reverse Auction:

i. Online English Reverse (no ties) Auction {Reverse Auction}:

- **OPENING PRICE & BID DECREMENT AMOUNT:** SBI will declare its Opening Price (OP), which shall be visible to the all vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by **multiples of the decrement value**.
 - The bid decrement amount shall be specified by SBI.
 - **DURATION OF AUCTION: English Reverse (no ties) shall be for a period of half an hour.** If a bidder places a Bid in the last 10 minutes of Closing of the Auction, the auction shall get extended automatically for another 10 minutes. In case, there is no Bid in the last 10 minutes of closing of Auction, the Auction shall get closed automatically without any extension. Please note that if there are more than one item in a single auction, the auto-extension will be applicable to the entire event i.e. whenever a bidder places an acceptable bid in the last 5 minutes of the closing of the auction, the auction shall get extended automatically for another 5 minutes from the time of this bid for all the items in the auction. **There are 3 Limited Extensions of 10 Min. each.** However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- j.** Successful vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) exactly in the format issued by SBI/Service provider after the completion of Auction to SBI, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
- k.** During English Reverse (no ties), if no bid is received within the specified time, SBI, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.
- l.** Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. Should you back out and not supply as per the rates quoted, SBI shall take action as appropriate .
- m.** **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- n.** **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse – No ties Auction:
- a. Leading Bid in the Auction
 - b. Bid Placed by you
 - c. Auction Opening Price & bid decrement amount
 - d. Your rank in the auction

- o.** BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, SBI and / or ETL shall take action as appropriate.
- p.** LOWEST BID OF A BIDDER: In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
- q.** At the end of the Reverse Auction, SBI will decide upon the winner. SBI's decision on award of Contract shall be final and binding on all the Bidders.
- r.** SBI shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
- s.** SBI/ETL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- t.** Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
- u.** You are required to submit your acceptance to the terms / conditions / modality given above before participating in the reverse auction.

v. AUCTION TYPE: 1) English Reverse No Ties Auction

- w.** AUCTION WINNER: At the end of the Reverse Auction, SBI will evaluate all the bids submitted and will decide upon the winner.
- x.** OTHER TERMS & CONDITIONS:
 - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
 - SBI's decision on award of Contract shall be final and binding on all the Bidders.
 - SBI along with ETL can decide to extend, reschedule or cancel any Auction. Any changes made by SBI and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - ETL is not responsible for any damages, including damages that result from, but are not limited to negligence. ETL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

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

(C) ANNEXURE-I - The List of Items to be procured along with the Quantities and the Auction Start Time & Close Time is as follows:

ITEM DESCRIPTION: External painting & allied civil works of staff quarters at Bhubaneswar Centre, Bhubaneswar

Item	Quantity	Opening Prices in Rs	Bid Decrement in Rs	Opening Time	Closing Time
External painting & allied civil works of staff quarters at Bhubaneswar Centre, Bhubaneswar	Package	Will be displayed On Auction screen	Will be displayed On Auction screen	As above	As above

(D) Process Compliance Statement (Annexure II)

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

To,
E-Procurement Technologies Ltd. (Auction Tiger)
B-704 Wall Street - II,
Opp. Orient Club,
Nr. Gujarat College, Ahmedabad - 380 006.
Gujarat State, India

SUB: AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE REVERSE AUCTION FOR External painting & allied civil works of staff quarters at Bhubaneswar Centre, Bhubaneswar.

Dear Sir,

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

This letter is to confirm that:

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

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on deepak@eptl.in

(E) Price Confirmation Letter (Annexure III)

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

To,
E-Procurement Technologies Ltd. (AuctionTiger)
B-704, Wall Street - II,
Opp. Orient Club,
Nr. Gujarat College, Ahmedabad - 380 006.
Gujarat State, India

SUB: FINAL PRICE QUOTED DURING REVERSE AUCTION FOR External painting & allied civil works of staff quarters at Bhubaneswar Centre, Bhubaneswar Reverse Auction Date:21.05.2019

Dear Sir,

We confirm that we have quoted.

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

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

Scan it and send to this Document on harsh.c@auctiontiger.net

(F) Price break up (Annexure IV)

Price Break up

As per tender document

(G) Contact Information

E-Procurement Technologies Ltd.	State Bank of India
<p>B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India</p> <p>Tel.: +91 79 6813 6863 6835 6840 6857 </p> <p>Mr. Deepak Narekar E-mail : deepak@eptl.in Contact No : +91 79 6813 6863 6835 6840 6857 </p>	<p>STATE BANK OF INDIA SBIIMS, Circle Office Bhubaneswar</p> <p>Officer Name : Prakash Chandra Sethi Department: SBIIMS, Bhubaneswar Contact No: 9491041610/9900234280 E-mail: prakash.sethi@sbi.co.in</p>

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work

Sealed tenders are invited by SBIIMS, Bhubaneswar Circle for and behalf of SBI, for “**External painting and allied civil works of staff quarters at Bhubaneswar Centre**”.

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. 36500/- [Rupees Thirty six thousand five hundred Only]** 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 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 pledged 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 **70 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 rates 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, levies etc. but excluding GST which will be paid separately to the contractors on submission of bill / documents for onward payment to the Govt. Service Tax Department.

AGREEMENT

This AGREEMENT is made at Bhubaneswar on this _____ of _____'2019 between the **STATE BANK OF INDIA**, a Corporation constructed under the State Bank of India Act, 1955 and having its Local Head Office, 1st Floor, III/1, Pt. J. N Marg, Kharavaelnagar, Bhubaneswar-751001. (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 & Estate)

AND

M/s. _____ having its registered office at _____, represented by its proprietor _____, who is authorized to enter this agreement. (therein after referred to as the 'CONTRACTOR') on the OTHER PART.

AND WHEREAS the Employer has intention/desirous of engaging a contractor to provide for executing external painting and allied civil works for of Staff quarters at Bhubaneswar centre, Bhubaneswar. (Herein after called the 'Work').

AND WHEREAS the SBI Infra Management Solutions pvt. Ltd., for and on behalf of the Employer had called for Tenders from eligible contractors to provide Tender for _____, situated at Bhubaneswar, as indicated in the scope of work and other documents attached to the Tender.

AND WHEREAS the Contractor and others submitted the Tenders and the Employer has awarded the contract relating to provide Tender for _____, situated at Bhubaneswar, as stated in the scope of work attached to the Tender Document to the Contractor.

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.

AND WHEREAS both the parties to this agreement are desirous of recording the terms and conditions upon which the said services are to be rendered by the Contractor.

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

1. This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms hereinafter contained.
2. In consideration of the Contract Amount (as per attached price schedule accepted and approved by the SBIIMS) to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon and described in the said Specifications and the priced Schedule of Quantities.

3. The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions as per accepted Tender, covering the cost of manpower, materials/consumables etc. for efficient rendering of the maintenance services. Such sums/dues shall be payable on monthly basis subject to submission of bill / invoice. The specified materials / fittings/ fixtures not covered within the scope of work, shall be arranged by the contractor and actual cost thereof shall be reimbursed by the Bank at prevailing market Rates or any approved rates of the Bank subject to production of GST paid Invoice/Bills duly authenticated by the Officer/Engineer-in-Charge of SBI. The contractor has to take necessary approval of rates, make and model of various maintenance material / items from the SBIIIMS prior to its use in the work and Official payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily, including use of material, if any, subject to statutory deductions.

4. The above charges do not include Goods & Service Tax, but inclusive of all other taxes/duties/levies, whether existing or levied in future by the Central Government or the State Government or any local authority.

5. The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

B.SERVICES TO BE RENDERED BY THE CONTRACTOR:

The contractor shall:

- i. Ensure submission of police verification certificates for all the personnel deployed in the Bank's premises.
- ii. Ensure that he deploys trained and competent persons who are physically fit (i.e. between age 18 year to 50 years for workmen and up to age of 55 year for supervisor) and are not suffering from any chronic or contagious diseases for carrying out the works.
- iii. The Contractor shall ensure timely payment of wages/salary to the persons employed by him directly in their Bank accounts or through account payee cheques and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Employer every month. Further, the Contractor shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contact Labour (Regulation and Abolition) Act, 1970, are complied with, by him.
- iv. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank / employer under the agreement. He shall provide salary slips showing the wages and other legal dues and deductions, if any, to the persons employed by him for rendering the services under the agreement.
- v. Ensure that all persons employed by him, for the purpose of rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be solely responsible for any injury or damages to any persons, animals or any other things.
- vi. Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- vii. Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- viii. Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.

- ix. Be liable for any damages/losses caused to the Bank by way of damages to the Bank's premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- x. Supply and install biometric access attendance system in each colony/office and provide identity cards to his / her employees or agents who shall be doing the subject job at the Bank's premises at their own cost. All the employees and agents should bear the identity card at all times, while they are working in the Bank's premises.
- xi. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement that they are employees of the Contractor and that they shall have no claim against the Employer and the Employer shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the Contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.
- xii. The Contractor shall obtain license, if any, required under the Odisha State Government Law or Central Government Law as applicable in case of the services covered under this contract.
- xiii. Wherever warranted, as per the Scope of work, the Contractor shall provide skilled workmen staff having appropriate and valid licenses.
- xiv. All staff deployed by the contractor in the Banks' premises shall be provided (firm/vendor/contractor) with uniform bearing Company's badge and safety shoes / footwear etc.

C. TERMINATION OF AGREEMENT:

1. Without prejudice to what is contained herein above, the SBIIMS shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason(s) and without payment of any compensation, if:

- i. In the opinion of the SBIIMS (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
- ii. The contractor commits a breach of any terms and conditions of this agreement and /or
- iii. for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
- iv. There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation.

2. In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

D. STAMP DUTY:

The contractor shall bear all the expenses pertaining to execution of the agreement, including the stamp duty and the registration charges. The Original copy of the agreement shall be retained by the SBI and the contractor shall be provided with a Certified / Notarized copy for their record.

- 1. The contractor shall ensure payment of statutory minimum wages to the workmen employed by him/ her/ them during currency of contract.
- 2. The contractor shall indemnify and keep indemnified the SBIIMS and SBI against all losses and claims, damages or compensation for breach of any provisions of this Agreement and of

applicable law, including without limitation, the payment of wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/ statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.

3. The several parts of this contract have been read by the contractor and fully understood by the contractor.
4. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging the contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies, including termination of the contract.
5. The Contractor shall take all appropriate actions with respect to his employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
6. The Employer reserves the right, without prejudice to the terms and conditions of this agreement, to alter the specifications and nature of the work by adding to or omitting any item of work or portions of the work/s being carried out at any time during the currency of contract, by issuing a letter to this effect to the Contractor.
7. All payments by the Employer under this Contract will be made only at Bhubaneswar.
8. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions execute and complete the work shown upon the said specifications and the schedule of quantities.
9. The employer shall pay the contractor the said contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.

E. The scope of work, terms and conditions of Tender and Annexure attached here shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained. The agreement and documents mentioned herein shall form the basis of this Contract.

F. The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".

IN WITNESS WHEREOF the Employer (through its duly authorized official) and the Contractor have set their respective hands to these presents and two duplicates hereof, the day and year first hereinabove written.

WITNESS

1.

EXECUTANTS

1. OWNER

2.

1.

2.

2. CONTRACTOR

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 **Bank** 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.

'Architects / Consultants' shall mean **M/s. _____**,

1.1.2 'Site Engineer' shall mean an Engineer appointed by the SBIIIMS 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 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.
- (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 1 Clause of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- (a) The works for the time being executed to the estimated current contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- (b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- (c) Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the 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 nsure 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 repaid 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 & Architect (If engaged by Bank).**
 - 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. (P & E.) 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 this 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 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 there from 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.

APPENDIX

- Name of Work** : **External painting & allied civil works of Staff Quarters at Bhubaneswar centre, Bhubaneswar.**
- Location** : **Bhubaneswar**
- Scope of Work** : As above and as further detailed in the General Conditions of Contract.
- Defects Liability Period** : **12 (Twelve) months after completion of the work.**
Clause No. 37 of Special conditions of contract)
- Date / Time of Completion** : **70 days**
- Liquidated Damages** : **0.5% of the accepted tender amount per week of delay subject to ceiling 5% of the accepted contracted sum.**
(Clause No. 9 of G.C.C.)
- Earnest Money** : **Rs. 36500/-** to be submitted as mentioned in NIT.
(Clause No. 1 of G.C.C.)
- Security Deposit** : Details as per Clause No.1
(Clause No. 1 of G.C.C.)
- Initial Security Deposit** : **2% of the accepted tender value (EMD + ISD)**
(Clause No. 1 of G.C.C.)
- Instalment after completion certificate** (Release of Retention Money) (Clause No. 1 of G.C.C.) : 50% on virtual completion of the work and balance 50% after 15 (fifteen) days on expiry of defects liability period as per details given in Clause No. 1
- Period of Interim Certificate** :-
1. **Payment shall be made after completion of work subject to satisfaction by Bank/SBIIMS & Architect if engaged by bank.**
 2. **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.**

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 deposited 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 mason 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.

Annexure- II
Format for Performance Guarantee
BANK GUARANTEE

To,
Ass.t General Manger,
Premises & Estate Department,
State Bank of India, 2nd floor, LHO building,
Bhubaneswar
(Hereinafter referred to as "SBI")

Whereas consequent to your Request for Tender dated _____ you have awarded the Contract vide letter No. _____ dated _____ to M/s _____ having its Corporate Office at _____ (hereinafter referred to as "the Contractor") to _____.

Whereas as per the payment terms of the said TENDER the Contractor has to submit a Bank Guarantee from a any scheduled commercial bank, other than SBI in favour of you. And whereas, we, _____ Bank, having our branch office at _____ (hereinafter referred to as "the Guarantor") on the request of the Contractor hereby expressly and unreservedly undertaken and Guarantee to pay to you, a sum not exceeding Rs. _____ /- (Rupees _____ only) , in the event of any breach by the Contractor of the obligations under the contract , or reasons attributable to the Contractor on account of the same. This Guarantee shall be limited to an amount not exceeding Rs. _____ /- (Rupees _____ only).

You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Contractor, we the Guarantor shall make the payment under this Guarantee to SBI within 24 hours of receipt of written claim / demand. We the Guarantor, further confirm that a mere letter from the SBI that there has been a breach by the Contractor of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor. We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Contractor, indulgence to Contractor by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Contractor. This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of the Bank, Guarantor or the Contractor. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as aforesaid making reference to this Guarantee.

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs _____ /- (Rupees _____ Only).

This Guarantee shall remain in full force and effect for a period of _____ years up to _____ unless a claim under this Guarantee is made against us within one month from that date i.e. on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Thereafter, our Guarantee shall be considered as null and void whether returned to ourselves or not.

Date:

For _____ Branch
_____ Bank

Name: _____

Designation: _____

Place: _____

Date: _____

I -- RUNNING A/C BILL

- (i) Name of the Contractor / Agency :
- (ii) Name of Work :
- (iii) Sr. No. of this Bill :
- (iv) No. and date previous bill :
- (v) Reference to Agreement No. :
- (vi) Date of written order to commence :
- (vii) Date of completion as per agreement :

Sl. No.	Item Description	Unit	Rate (Rs.)	As per tender	
				Qunty.	Amount (Rs.)
1	2	3	4	5	

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

- Note :
1. If part rate is allowed for any item, it should be indicated with reasons for allowing such a rate
 2. If adhoc payment is made it should be mentioned specially

Net value since
Previous bill

III - C E R T I F I C A T E

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

Signature and date of Contractor

Signature and date of Architect's representative

Signature and date of Site Engineer

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

Signature of Architect

Signature of Site Engineer / Bank's Engineer

Details of Insurance Policies

Type of Policies	Name of Insurance	Amount (Rs.)	Policy No.	Validity
------------------	-------------------	--------------	------------	----------

CAR Policy including
3rd Party Liability

Workmen's Compensation

Remarks :

1. This is only on-account payment and is not to be interpreted either as approval of work materials brought or affixed at site or for that matter approval of any sort
2. The quantum of work done and materials delivered at site have been certified by
3. Should you wish to audit such work, kindly contract the undersigned and oblige.

Architects

PROFORMA OF HINDRANCE REGISTER

Name of Work : _____ Date of start 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 OF REGISTER OF MATERIAL AT SITE ACCOUNT

Name of Work : Name of Article :
Name of Contractor : Estimated Requirement :
Agreement No. : Issue Rate :

Sl. No	Date of Receipt	Received form issued (with) / to	Receipt	Issue	Balance	Initials of Contractor	Initials of Bank's Architect's Representative	Remarks

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

<u>Date</u>	<u>Month</u>	<u>Year</u>
-------------	--------------	-------------

 - (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

A chart showing the recommended time and quality scheduled for conducting test on various building materials is given. Please ensure that tests are carried out according to the above guidelines. Contractor's rate should include for necessary expenditure for testing of samples of following materials.

Sl. No.	Material	Test	Test Procedure	Minimum Quantity	Frequency
1.	Sand	a) Silt content	Field	20 Cum	20 Cum or part thereof
		b) Bulking	Field	20 Cum	---- do ----
		c) Particle size distribution	Field	40 Cum	Every 40 cum required for RCC work.
2.	Stone	a) Soft and deleterious materials	IS – 2386 Part - II		As required
		b) Particle size distribution	Field	45 Cum	Every 45 Cum of part thereof for RCC work. For rest of work as desired.
3.	Steel	a) Tensile Strength	IS - 1529	20 tones	Every 20 tones or part.
		b) Bend Strength	-- do --	--- do ---	----- do -----
4.	Bricks	Dimensions		Designation 100	Every 50,000 or part thereof.
		Water absorption		75) 50) 100000 35)	Every 100000 or part thereof . One test for source of 50,000 or part thereof. Two sets for 1 st lot of 1,00,000 and one test later for every 2,00,000 and part thereof.
		Efflorescence		----- do -----	
		Compressive		100 - 50000	
		Strength		75) 50) 100000 35)	

TECHNICAL SPECIFICATION

1. GENERAL

1.1 Scope of work

The work contemplated under this contract includes Civil and Sanitary / Plumbing Works for the aforesaid project, all as detailed in the Bill of Quantities, specifications and Drawings.

Such other works which are not included in the aforesaid Bill of Quantities are generally intended to be executed through a separate agency. Notwithstanding the above, Owners reserve the right to order additional works under the same contract. The Owners reserve the right to omit any item of work included in the aforesaid Bill of Quantities and award the same to any other contractor or not perform it at all at their discretion and the contractor shall not have any claim because of the same.

The contractor for this work shall be required to work in co-operation and co-ordination with other agencies on site and give them all reasonable assistance and help for the execution of the work in an efficient manner all directed. The words "approved" or "as directed" shall be deemed to convey approval or the discretion of Architect / Owner.

1.2 Indian Standard Specifications

The particular specification for the work is as detailed hereinafter. These specifications shall be read in conjunction with the relevant Indian Standard Specifications and the obtainable local practice as detailed in various regional handbooks of practice and the work shall be executed accordingly. Where the specifications in any of the standards are at variance with the specifications detailed herein, the specifications herein shall govern.

1.3 Quality of materials and General Standards of Work

The Contractor under this contract commits himself to use first class materials and assumes full responsibility for the quality of all material incorporated or brought for incorporation in the work. The work shall be executed in accordance with best engineering practice and as per direction of Architect / Owner.

Samples and materials shall be approved before placement of order and approved samples shall be deposited with the Architect / Owner.

If for any material, reference to IS Code is not shown in the specification, then the materials shall be tested in any approved laboratory and the test certificate in original shall be submitted to owners. The entire charges for testing including repeated tests if ordered for shall be borne by the Contractor.

All works shall be of best workmanship and shall be carried out in proper workman like manner and in accordance with sound engineering practice to the satisfaction of the Architect / Owner.

No work shall be considered complete until the Architect / Owner certifies in writing that it has been completed.

1.4 Power for construction

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

1.5 Scaffolding

All scaffolding and ladders required for the proper execution of the work shall be provided by the Contractor. The scaffolding should be stout and strong to prevent any collapse or displacement. Proper measure for safety of workmen working on scaffolding should be taken by the Contractor.

1.6 Measurements

The mode of measurements, wherever possible is specifically mentioned in these documents, where it has not been mentioned, it shall be as per the provision of the relevant Indian Standards. All the measuring tapes and other accessories necessary, shall be provided by the Contractor. Any dimension given in F.P.S. system to be converted as follows:

1 foot = 0.3048 metre.

1.7 Tools and Plant

The tenderer along with his tender furnish a list of tools, plant and machinery which he intends to use on the works in Appendix – I of the Bill of Quantities. The list should indicate the exact type of machine, its capacity year if manufacture, kind and capacity of propelling force, spare parts readily available and all other pertinent information. The contractor is obliged to use all the machinery mentioned in his list if Architect considers it necessary.

1.8 Access to site, approach roads and roads within the premises

The Contractor shall at his own cost provide all approach roads required for the purpose of carrying out the work in the most expeditious and efficient manner and shall remove the temporary roads on completion. He shall acquaint himself thoroughly regarding condition and suitability of public roads leading upto the limits of the premises and will provide vehicles for transportation of materials, which meet the requirements of these road conditions. It shall also be responsibility of the Contractor to maintain at his own cost these roads till the construction is completed. The tenderer should also be acquainted with local laws and Bye laws and complying with all police and highway authority requirements.

2. DISMANTLING, REMOVING EXISTING WORK

2.1 Dismantling carefully existing / old / damaged brick work, concrete work, flooring, plastering etc. and removing debris from site in any place and dumping them at any place outside the premises by mechanical transport and serviceable materials stocked at site as per direction. Every precaution should be taken from demolition contractor / agency side to avoid any injury / accident etc. Contractor should consider all costs for scaffolding, propping, staging, lifting, removal, transport etc. in their quoted rate.

3. Concrete work

All concrete works shall be of proportions as specified in the schedule. Cement shall conform to relevant I.S. Code. Crushed stone aggregate shall be properly graded and shall be free from soft, friable, thin, elongated and laminated pieces. Foreign matter including earth or dirt shall be washed away before use in work. Sand shall preferably be obtained from pits, clean, sharp and shall not contain harmful impurities such as Pyrite, coal, lignite, Mica or similar laminated material. Silt contents shall not be more than 8%.

Concrete shall preferably be mixed in a mechanical mixer. Hand mixing may be permitted by addition of 10% extra cement for which no additional cost will be paid. Concrete after mixing shall present a uniform colour of homogeneous mix.

The concrete shall be placed in position within half an hour from adding water to the mix. The concrete after being tamped in position shall be properly vibrated and compacted, special care must be taken regarding the use of water in the mix which should be just sufficient to produce dense concrete of adequate work ability.

4. Form Work

The form work for all concrete work shall be done with approved materials conforming to the shape, lines, levels and dimensions shown on the drawings. The form work shall be sufficiently rigid and designed with runners, props and boarding material so as to enable withstanding the weight of green concrete, working loads, vibration load or any other imposed loading without causing undue deformation, deflection, distortion, bulging or loosening of its components.

Form work shall be retained in position conforming to relevant I. S. Code and sound engineering practice. De shuttering shall be done in a way so as not to jar the concrete or cause and injury or shock to the same.

5. Reinforcement

All reinforcements for use in work shall be of tested quality obtained from Manufacturers / Dealers and shall be free from loose scale, oil, grease, paints and other harmful matters.

The bars shall be placed in position after bending conforming to the drawings and all intersections shall be properly tied with 16 g. black annealed wire.

Approval of the reinforcement as laid shall be obtained from the Consultant before casting is allowed. Cover for reinforcement is to be provided in conformity with the drawings.

6. Brick Masonry Work

Bricks of strength as specified in the schedule and having generally uniform dimension (+ 8% variation on dimension is tolerable) and water absorption less than 20% and free from other defects shall be used in the work.

a) Solid Masonry Wall

Masonry walls shall be done in English Bond with cement mortar of proportion mentioned in the schedule. Brick work shall be raised uniformly and true to level and plumb. Joints shall be properly raked. The work is to be cured for at least 10 days.

7. Plastering

Plastering shall be done with cement mortar in proportion given in the schedule. The plastering should be true to line and plumb. All corners shall be weathered and plumbed. Rounding of corners may be done with approval of the consultant for which no additional payment will be made. The finished plastered surface should be uniform and free from any defects like cracks, waviness etc. The plastering work shall be cured for at least 7 days.

a) General

For any item of work, not covered by the specifications mentioned hereinabove, the instruction and directions of the Architect / Consultant / Banks shall be obtained and work shall be done accordingly.

8. Cleaning the Stone surface if any

Cleaning Stone Facade of the portion of others entire building as per direction Engineer in charge at any level as well as compound wall with high pressure jet machine by using **Liquid Ammonia Chemical of 5%** solution of other cleaning agent as approved Engineer in charge to remove all the dirt, dust, bird dropping, greese, oil, algae, monkey beats fungus & moss etc./ grinding with rotary grinding machine where necessary so that all black stains are removed including uprooting of small plants at certain places with acid as per direction.

9. Checking Stone Slabs

Checking Stone Slabs on the façade & bolting the loose slabs with anchor fastener - 8 mm dia and 100 mm long of **Fischer (Mico Bosch Group)** centrally 1 No per tile as approved by the Architect / Bank and matching the surface by filling white cement with matching pigment admixed with approved bonding agent .

10. Spraying or Brushing Water Repellent

Spraying or Brushing Water Repellent Silicone based single component (Dr.Fixit / Sika / Choksey / Fosrok / Wacker) ready to use clear water repellent on back to back basis upto saturation level by means of spraying or brushing to make the stone façade totally water proof

11. Sealing the Stone Slab Joint

Sealing the stone Slab Joints at some strategic damaged areas as directed by Bank / Architect with the neutral cure, non-staining grade Silicon Sealant with the help of non-staining adhesive tape (3M grade) to make the joint water proof and with white cement with matching pigment admixed with water proofing compound of approved brand where ever necessary

12. Sealing the Window Perimeter

Sealing the window perimeter with the premium quality neutral cure, non-staining grade Silicon Sealant (Dr. Fixit / Sika / Choksey / Fosrock / Wacker) with the help of non-staining adhesive tape (3M grade), to make the window sides water tight .

13. Hardware Fittings

All hardware fittings for doors shall be Oxidised Iron, Brass, Anodised Aluminium or Brass Stainless steel etc. as specified in the Schedule of Quantities. These hardware fittings shall be obtained from approved manufacturers and shall bear ISI mark wherever available. The samples for the fittings shall be submitted to the Bank / Architect for their approval. Hardware fittings for door shutters shall be paid as separate item as given in schedule of quantities. The rate for hardware fittings shall include for supplying, fitting and fixing the fittings with necessary cadmium plated screws, washers, bolts, nuts etc. as required. All locks shall be provided with keys in duplicate and rate shall include for the same. Approved samples of hardware fittings shall be deposited with Bank / Architects for reference.

14. Workmanship

- a) The workmanship shall be of first class quality and to the satisfaction and approval of the Bank / Architects. Scantlings and board shall be accurately sawn and shall be of required width and thickness. All carpenter's work shall be wrought except where otherwise described. The workmanship and joinery shall be accurately set out in strict conformity to the drawings and shall be framed together and securely fixed in approved manner and with properly made joints. All work is to be properly tenanted shouldered, wedged, pinned, braced etc. and properly glued with approved quality glue to the satisfaction of the Bank / Architect.
- b) **Screws:** Unless otherwise specified all screws to be used in wood work joinery shall be of oxidised iron or brass or pure brass or stainless steel and of approved quality. The size diameter and length should conform to those specified in hardware schedule.
- c) **Tolerance:** 1.5 mm (1/16") will be allowed for each wrought face sizes specified except where described as finished in which case they shall hold to the full dimensions.
- d) **Protection:** All edges of timber frame etc. shall be protected from being damaged during construction by providing rough timber casing securely fixed and other adequate protective measure. Door / Window frame shall have cut rebate. Planted rebates shall not be permitted. Where door frames are fixed and flush with plaster of wall, teak wood cover mould as per drawings shall be provided all round and shall be painted or polished to match with finished shutters.

15. Rates to Include

Apart from other factors mentioned elsewhere in this contract the rate for item of wood work and joinery include for the following:-

A. Item of scantling :

- i) All labour, materials and equipment for fixing frame work as per drawing excluding the cost of hold fasts, Rail plugs or other fasteners etc.

B. Item of shutters :

- i) All labour, materials, hardware fittings and equipment for carrying out the work as per drawings.
- ii) Labour for fixing the shutters in position (excluding the cost of fittings) as per drawing.

16. Mode of Measurement

All measurement shall be as per relevant section of I.S. 1200 of latest edition.

- i) Scantling shall measured in cum. The sectional areas shall be the area of the least square or rectangles from which the scantling may be cut. The length shall be actual length of timber required for the purposes including the extra portion required for jointing.
- ii) Shuttering shall be measured in square metre for closed door shutters area i.e. rebate to rebate without extra measurement for rebates and / or splayed meeting styles of door.

17. Painting

Mode of Measurement

The measurement shall be in square metre. The mode of measurement shall be as applicable so that for plaster.

18. Plaster of Paris Punning

If the plastered surface is to be finished with plaster of Paris punning, the surface shall be combed slightly with the wire brushes or nails before it is completely set to form key for plaster of Paris punning. The surface shall be only damped but not soaked before the application of Plaster of Paris punning. The Gypsum for preparing punning shall be approved quality. It shall be dry and free from lumps and shall be suitably packed in watertight bags or containers.

Paste shall be prepared by adding required quantum of water and same shall be used before it sets. No dropping paste shall be used in the work.

Punning shall be applied to the prepared surface with steel trowel to a thickness required to make the surface produce perfectly smooth and even surface, working from top to bottom.

The finished surface shall not show any sign of disintegration, topping or pilling. The surface shall be protected from injury and damage.

Rates to Include

Apart from other factors mentioned elsewhere in this contract, rates for the item of plaster of Paris punning shall include the following:-

- i) Erecting, dismantling and removing the scaffolding.
- ii) Preparing the surface to receive the said finish.
- iii) Providing plaster of Paris punning of the required thickness to make the surface perfect smooth and even including cost of materials.
- iv) Any moulding work if shown in the drawings or as specified.
- v) Finishing in bends, arises, rounded angles, fair edges, narrow returns, quirk, 'V' joints, splays, drip mouldings, making good to metal frames, junctions with skirting or dado's, narrow widths and small quantities, making good round pipes, conduits, timbers, sills, brackets, railings etc. and making good after all the sub-contractor or nominated sub-contractors have done their works.

Mode of Measurement

The measurement shall be in square metre. The mode of measurement shall be as applicable to that for plaster.

19. Synthetic Enamel Paint

- a) Material

Ready mixed oil paints and primer, in general shall be of approved quality, colour and of approved manufacture. These materials shall be in sealed tins and shall be opened in the presence of the Bank / Architects at site.

- b) Preparation of Surface

- i) Iron and Steel Works

Surface to be painted shall be thoroughly cleaned, sand papered and / or rubbed with emery cloth, if necessary, to remove grease, mortar or any other foreign materials. In case of rusted surface, it shall be first cleaned with wire brushes till the corroded rust is removed. The prepared surface shall be shiny and free from brush marks, patches, blisters and other irregularities. The surface thus finished shall be approved for painting.

20. Whetther Coat Paint

The paint and primer (**ICI make/ approved make**) shall be of approved quality, colour and shall be obtained from approved manufacturers. These shall be in sealed containers and shall be opened in the presence of the representative of Engineer-in-Charge / Architect / Bank.

The number of coats shall be as specified in the schedule.

Surface to be painted shall be thoroughly cleaned sand cement (Primer & top coat) prepared and / or rubbed with emery cloth. The paints shall be applied with brushes of type and size suitable for the job / or by roller and subsequent coat shall be applied after previous coat has dried and care shall be taken so that dust or other foreign materials do not settle or disfigure the various coats.

The thinning of the emulsion is to be done with water and not with turpentine. Thinning with water will be particularly required for the undercoat which is applied on the absorbent surface. The quality of water to be added shall be as per manufacturer's instructions.

No left over paint shall be put back into the stock tins. When not in use the containers shall be kept properly closed.

No hair marks from the brush or clogging of paint puddles in the corners of panels, angles of mouldings etc. shall be left on the work.

The surface on finishing shall present a flat velvety smooth finish. If necessary more coats will be applied till the surface presents a uniform appearance.

Precautions

- a) Old brushes if they are to be used with emulsion paints, should be completely dried of turpentine or oil paints by washing in warm soap water.

Brushes should be quickly washed in water immediately after use and kept immersed in water during break periods to prevent the paint from hardening on the brush.

- b) In the preparation of walls for plastic emulsion painting: no oil base putties shall be used in filling cracks, holes etc.
- c) Splashes on floors etc. shall be cleaned out without delay as they will be difficult to remove after hardening.
- d) Washing of surface treated with emulsion paints shall not be done within 3 to 4 weeks of application.

Rate to Include

Apart from other factors mentioned elsewhere in this contract, the rates for the item of plastic emulsion paint shall include for the following:-

- i) All labour, materials and equipment necessary to carry out the work.
- ii) Supplying the approved emulsion paint for priming and finishing coats.
- iii) Preparing the surface for receiving the primer and finishing coats.
- iv) Scaffolding including its erections and dismantling.
- v) Application of one primer coat and minimum two coats of finishing. If a proper and even surface is not obtained to the satisfaction of Bank / Architects in 3 coats mentioned above, the contractor shall carry out additional coats of painting to approval at contractor's expense.
- vi) Protection to painted surface till dried and handed over.
- vii) Expense, if any, for supervision and technical assistance supplied by the approved paint manufacturers.

Mode of Measurement

The measurement shall be in square metre. The mode of measurement shall as applicable to that for white washing.

Preparatory works for painting etc.

Painting, polishing, plaster or paris work etc. shall not be taken up unless the surfaces to be so treated with are made ready with all related preliminary works and the approval of the Architect / Bank is obtained.

20. Glass

Glass used shall be cleaned and / or tinted as mentioned and of the best quality approved by Architect without any scratches, bubbles, specks, waviness, undulations or any other defects, unless otherwise specified, all glass shall be as shown in the drawings. The tolerance allowed in the weight of glass shall be $\pm 20\%$ per Sft. The glass used shall be either sheet or plate / float glass with bevelled edges etchings etc. as per requirement if necessary as indicated on the drawings and BOQ and is to be got approved by Architect. Glass shall be well protected from any damage during transportation, storage and progress of work. Any glass which in the opinion of Architect is not suitable for work, shall be rejected and the Contractor shall replace the glass with an approved one.

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 or 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.

LIST OF MATERIALS FOR APPROVED BRAND AND / OR MANUFACTURER

1	reinforcement	SAIL/TATA/RINL
2	Sand	River sand from Trisulia and Banki (as approved by the Bank)
3	Cement	Ultrarech/ACC/Ambuja/Lagfarge
4	Adhesive	Fevicol / Jeevanjor / Equivalent
5	Plumbing Items: PVC Pipes	Supreme, Oriplast as approved
6	Anchors & Fixings	Fischer /Equivalent
7	Glass 5.5mm / 8mm / 12mm	Float Glass of Modiguard / Indo-Asahi / Saint Gobin / Equivalent
8	Concrete Paving Designer Tiles	Ultra / Eurocon / Multiwyn / Equivalent
9	Polish	French / Zinc Oxide / Melamine (Asian) or equivalent
10	Synthetic Enamel Paints / Plastic Emulsion Paints / Distemper	Tractor Emulsion, Asian Paints or equivalent.
11	Weather Coat Paints / Cement based Paints / Acrylic Emulsion Paints etc.	ICI Paints / Asian Paints / Berger Paints/Dulux
12	Silicon Sealant	M/s. Wacker, Dr. Fixit , M/s. Sika , M/s. Choksey, M/s. Fosroc

Note:-

- 1) SBIIMS/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, SBIIMS/Bank / Architect will suggest names of other brands / manufacturers and contractor will have to abide by the same.

PRICE BID (To be filled online for indicative amount)

External Painting of Staff Quarters and allied civil works at Bhubaneswar centre, Bhubaneswar.					
Sr. No	Description of item	Unit	Qty	Rate (Rs)	Amount (Rs)
1	<p>Applying exterior paint:</p> <p>a. Uprooting of trees, plants from the wall, roof of the building up to height of third floor including scaffolding. The height of the building shall be around 14.50 mtr.</p> <p>b. Removing dry or oil/cement bound distemper by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete. The crack needs to be filled with crack sealer compound or to be plastered with 1:4 (CEMENT: SAND), after examining the cracks, as per the direction of EIC.</p> <p>c. Supplying and painting one coat of primer, thereafter Supplying and applying two or more shield coats of weather coat paint of (ICI Dulux/Asian/Berger) in proper consistency with good quality brush/rollers on the external surface of wall surface at all heights (staff quarters, compound wall, pump house, electrical maintenance room, guard room, garage) after preparation of surface with wall putty wherever necessary, making good and homogeneous surface for painting, including supply of all materials, labour, taxes & levies, T&P, scaffolding etc complete as per instruction of the Engineer-in-charge.</p>	SQM	26217	To be quoted online	Auto Generated
2	Providing & fixing Window Glass in the panes/MS frame of 5mm thickness with necessary hardware and fittings or rubber gasket in the existing windows. Complete in all respect as per the direction of EIC.	SQM	24	To be quoted online	Auto Generated
3	<p>Plumbing works :</p> <p>a. Removing of the old/existing C.I pipes using scaffolding from the wall and stacking the same at one place at within the lead of 50 mtrs.</p> <p>b. All the old pipes to be cleared from the site and may be disposed through vehicle irrespective of lead to the unobjectionable area or Municipality (BMC) identified/designated dump yard.</p> <p>c. Providing and fixing new PVC pipe of 75/110 mm dia of schedule 40 using elbow. Tee, and all necessary hardware fittings at all heights, complete in all respect as per the direction of Engineer.</p>	RM	460	To be quoted online	Auto Generated
4	Repair of chajaas all heights with necessary scaffoldings. All the chajjas already in dilapidated condition needs to be repaired using 10mm reinforcements wherever required and concrete of M-20 grade (1:1.5:3) and plastering the same with (1 sand:6 cement) and complete in all respect as per the direction of EIC. The size of each chajja as per plan view shall be	Each	180	To be quoted online	Auto Generated

	around (1'6" X 5'0").				
				Total	Auto Generated
Amount in words:					

Contractors quoting below 10% of the estimated cost need to submit rate analysis of low rate quoted items including submitting a BG (Other than SBI) / FDR equal to difference of the estimated cost put to tender that is Rs 36,14,125/- (Refer Annexure-III)

Signature of contractor with seal