

NIT NO	HYD201906123
DATE	15/06/2019



**SBI INFRA MANAGEMENT SOLUTIONS PVT LTD
(WHOLLY OWNED SUBSIDIARY OF SBI)**

INVITES TENDERS ON BEHALF OF SBI LHO, HYDERABAD.

IN A SINGLE BID THROUGH E-TENDERING PROCESS.

CIVIL Contractors who are on the panel of SBI, Hyderabad Circle, (LHO) in the appropriate category are only eligible. (Contractors should submit proof of the same).

**FOR
PROPOSED CIVIL WORKS FOR MAHABUBNAGAR CLOCK TOWER BRANCH,
RBO MAHABUBNAGAR, UNDER AO NALGONDA, TELANGANA.**

Last date for submission of E Tender: 3.00 P.M. (IST) on 24/06/2019.

Opening of E Tenders: 3.30 P. M. (IST) on 24/06/2019.

**Vice President
SBI Infra Management Solutions Pvt. Ltd,
Koti, Hyd.
040-23466310**

NOTICE INVITING TENDER (NIT)

NAME OF WORK: On behalf of SBI RBO, SURYAPET, SBIIMS invites e-TENDER FOR PROPOSED CIVIL WORKS FOR MAHABUBNAGAR CLOCK TOWER BRANCH, RBO MAHABUBNAGAR, UNDER AO NALGONDA

1	Name of the work	E-Tender Notice for PROPOSED CIVIL WORKS FOR MAHABUBNAGAR CLOCK TOWER BRANCH, RBO MAHABUBNAGAR, UNDER AO NALGONDA
2	Estimated cost	Rs.2,65,900 plus GST
3	Cost of Tender Documents	Rs 1,000/- to be paid through State Bank Collect ONLY as detailed under; 1) login https://www.onlinesbi.com 2) Select SB Collect from Top Menu, click the check box and "Proceed" 3) Select "All India" in "State of Corporate/Institution" & Select "Commercial Services" in "Type of Corporate/Institution" then "Go" 4) Select "SBI Infra Management Solutions pvt. Ltd" in Commercial Services Name and "Submit" 5) Select "Tender Application Fee" in "Payment Category" and enter the "Tender ID" exactly as given in first page top of this tender(characters in uppercase only). 6) Fill up all fields such as email, GST No., Mobile No, Vendor/Firm Name etc and make payment. 7) Enclose payment receipt having unique reference No. along with EMD
4	Quantum of Earnest Money Deposit (EMD)	Rs.3,000/- DD Drawn In Favor of "SBIIMS Pvt. Ltd, Hyderabad", Payable at Hyderabad. Those who submitted one time EMD need not submitted again.
5	Date and Time where tender forms are available	15/06/2019 to 24/06/2019 at www.sbi.co.in/procurementnews and https://etender.sbi
6	Last date and time of submission of online Tender	24/06/2019 Up to 03:00PM sujith@eptl.in, jaymeet.rathod@eptl.in, pratik.parekh@eptl.in, dharam@eptl.in Primary Contact No:- 079-61200579/580/566/596/576/569/567, 9374519754 Alternate Contact No. :- Mr. Yashrajsinh Rathod:- 079/68136815, yashrajsinh@auctiontiger.net
7	Place, date & time for submission of e tender Contact person /telephone no/email address.	a) On line submission up to 24/06/2019 Up to 03:00PM at https://etender.sbi b) EMD & Cost of tender Document submission Address: The Vice president, SBI Infra Management Solutions Pvt. Ltd. Ground Floor , SBI LHO Campus, Bank Street, Koti, Hyderabad – 500 095 24/06/2019 Up to 03:00PM Contact: Vice President 040- 23466346. vg.reddy@sbi.co.in

8	Date, Time and Place of opening of e-Tenders	24/06/2019 Up to 03:10PM The Vice president, SBI Infra Management Solutions Pvt. Ltd. Ground Floor, SBILHO Campus, Bank Street, Koti, Hyderabad - 500 095
9	Quantum of Security Deposit (percentage)	1. Initial Security Deposit (ISD) - 2% of the Tender value including EMD 2. Retention Money- 10%of the running bills@ 10% and Total deduction of 5% of value of work including EMD, ISD.
10	Terms of payment of Bills, if any (specify the minimum value of work for payment of running account bills)	No running Bills
11	Stipulated time for completion of the Work/supply.	30 Days from the date of the work order issued to the contractor
12	(Penalty clause) Liquidated Damages	@ 0.5% of the value of work per week of delay subject to a maximum penalty of 5% of the value of work would be strictly imposed.
13	Validity period of the tender.	Three (3) Months
14	Defect Liability Period	Twelve (12) Months
15	Eligible Taxes	A) Income Tax will be deducted at source as per Govt. Guidelines. B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following; 1. Contractor should have GST Registration Number 2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision 3. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment 4. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor 5. The GST Number of State Bank of India are For Telangana State -36AAACS8577K1ZQ
16	Electronic Payment	Payment shall be made by way of Electronic fund transfer and the bill will be paid by the Branch. Firm should furnish details of the bank, a/c no, IFSC code

17	Agency for arranging online bidding	M/s e-procurement Technologies limited, Ahmedabad. E-tendering guidelines may be obtained from Mr. Yashraj Sinha Rathod, Business Development Executive Ph: 079-40016815 /24/26/14 Cell: 9879996111. E-mail: yashrajsinh@auctiotiger.net
18	Any additional Information	The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes (excluding GST), wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work

Following documents to be scanned and uploaded:-

1. L-1 Tenderer signed copy of entire tender document should be submit within 3 days from date of tender opening
2. Scanned copy of Tender cost and EMD must be uploaded and the same needs to be submitted at given address within due date of tender
3. Firm should be visit the website (<https://etender.sbi>) till last date of submission for changes. corrigendum if any will be published only in <https://etender.sbi>

VICE PRESIDENT,
SBIIMS PVT. LTD

1. TENDER FORM

**PROJECT: PROPOSED CIVIL WORKS FOR MAHABUBNAGAR CLOCK TOWER
BRANCH, RBO MAHABUBNAGAR, UNDER AO NALGONDA**
RE : CIVIL WORKS

Dear Sirs,

I/We the undersigned have carefully gone through and clearly understood after visiting the site and the Tender drawings and tender documents comprising of the tender form, Notice to contractors, and conditions for building contract, Special Conditions, Specifications and Schedule of Probable quantities.

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates which/I/We have quoted for the respective items of the Probable Bill of Quantities and at which rate the items specified amount to Rs. 2.66 LAKHS.

I/We are depositing as Earnest Money a sum of Rs. 3,000/- in favor of '**SBI Infra Management Solutions Pvt. Ltd, Hyderabad.**' along with this tender for due execution of the work at my/our tendered rates. I/We shall deposit further sum equivalent to 2% of tender amount, less EMD paid in the event of my/our tender being accepted, towards initial security deposit.

I/We further agree to complete the work covered in the said schedule of quantities within 30 days from the date of issue of the work order to commence the work or on which contractor is instructed to take possession of the site, whichever is later.

I/We agree to and to get the work, workers, employees engaged on the work at site and all materials at site for execution of the work shall be insured comprehensive insurance including fire/accidents/ rain/ floods/riots/CAR policy (contractor's all risk insurance policy) and the insurance shall cover the period from date of start of work to date of actual completion of work plus 1 months. In case part work is taken over by the Employer before final completion of the whole work, such parts may not be covered by the insurance from the date of taking over that part of work by the Employer. All the rates quoted by me/ us are inclusive of the same in full and nothing extra shall be claimed anytime on account of any of these.

I/We agree to pay Income tax, to be deducted at source, at the rate prevailing from time to time on the Gross value of the work done, and the rates quoted by me/we are inclusive of same.

Yours faithfully,

Contractor's Signature

Address:

Date:

2. NOTICE TO CONTRACTOR

ADDRESS:

PROJECT: PROPOSED CIVIL WORKS FOR MAHABUBNAGAR CLOCK TOWER BRANCH, RBO MAHABUBNAGAR, UNDER AO NALGONDA

REF : CIVIL WORKS

Dear Sirs,

1. On behalf of our clients, **M/s SBIIMS Hyderabad**, we have pleasure in inviting you to tender for the aforesaid work.
2. *The scope of work broadly as given below is for **PROPOSED CIVIL WORKS FOR MAHABUBNAGAR CLOCK TOWER BRANCH, RBO MAHABUBNAGAR, UNDER AO NALGONDA***
3. **Tender Documents should be filled and uploaded on the site of M/S e-procurement Technologies Limited. E-mail: yashrajsinh@auctiotiger.net**
4. The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint himself with all local conditions and matters pertaining thereto.
5. Each of the tender documents page is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General conditions etc., as laid down. Any tender with any of the documents not so signed will be rejected.
6. The tender documents must be filled in English and all the entries must be made by hand and written in ink. If any of the documents are missing or un-signed, the tender shall be considered invalid.
7. Each and every one of all erasures and additions/alterations made, while filling the tender, must be attested by initials of the tenderer. Over-writing of figures must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. After submission of the tender no advice or any change in rate or conditions will be entertained. All the rates should be quoted both in figures and words. In-case of any discrepancy in rates quoted in words/figures and the amounts, the rate quoted in words shall be taken as final and binding.
8. The tender shall be valid for a period of 90 days from the date of opening.
9. TOTAL SECURITY DEPOSIT: shall comprise of:

- a. Earnest Money deposit
- b. Initial Security deposit
- c. Retention money

9.1 The intending tenderer shall deposit with **SBIIMS HYDERABAD**, by Demand Draft a sum of **Rs.3,000/-** as the Earnest Money, as a guarantee of good faith, which amount shall be forfeited as liquidated damages, in the event of any evasive/direct refusal or delay in starting the work and or signing the contract. The deposit of the unsuccessful tenderers will be returned, without interest, immediately after a decision is taken regarding the award of the contract. The Earnest money of the successful tenderer will be adjusted towards Security Deposit. A tender not accompanied by Earnest money deposit will not be considered.

9.2 **The successful tenderer will have to pay further sum equivalent to 2% of his contract value, less EMD already paid, as initial Security Deposit (ISD) by means of a D.D./Banker's cheque in favour of 'MAHABUBNAGAR CLOCK TOWER Branch.'** **within 14 days from the date of issue of work order to commence work. The EMD and Security deposit thus paid shall be held by the State Bank of India as Security deposit, for due execution and fulfillment of the contract, till the completion of the work and defect liability period in all respects and shall not bear any interest.**

9.3 Together with the money paid under clause 11.1 & 11.2 above, further retention of 10% of the value of the work done will be deducted from every running bill, till total retention, including EMD and initial SD paid earlier, comes to 5% of the contract value, and same shall be held by the Bank as Total Security Deposit. On certifying the completion of work, 50% of the total security deposit shall be released to the contractor along with the final certificate of payment, and the balance amount will be retained in the manner stated elsewhere for a further period of twelve months after the completion date recorded in completion certificate

10. All compensation or other sums of money payable by the contractors to the clients, under the terms of this contract, may be deducted from the Security Deposit or from any sum that may be or may become due to the contractor on any account whatsoever, and in the event of the Security deposit being reduced by reasons of any such deductions, the contractor shall within 15 days of being asked to do so make good in cash or cheque, any sum which have been deducted from his security deposit.

11. The rates quoted by the Contractor shall include all eventualities, such as heavy rain, sudden floods, accidents, fire, riots etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the Contractors, the clients is not responsible for such damage or wash out of the construction work.

12. Time is the essence of the contract. The work should be completed **within 30 days** from the date of commencement. The date of commencement shall be within ONE day after confirmation.

a) The day two weeks from the date of issue of work order.

Or

b) The day on which the contractor receives the possession of the site which ever is later.

Or

c) The contractor is asked in writing to take over the possession of the site.

13. If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at the rate of ½% of contract amount for each week of delay the work remains incomplete beyond the completion (Original/extended date), subject to maximum of 5% of the contract value (without extra items) as per clause 31 of the General conditions of contract.
14. The quantities contained in the Schedule are only indicative. The work as actually carried out and done will be measured up from time to time, for which payment will be made subject to the terms and conditions of contract.
15. The unit prices shall be deemed to be fixed prices. In case of extra items, a record of labour charges paid shall be maintained and shall be presented every month for extra/substituted items regularly to the Architects for checking. The settlement will be made based on figures arrived at jointly and taking into account unit prices of items of work mentioned in the contract assigned to the successful tenderers. In case, of extra items, where similar or comparable items are quoted in the tender, extra rates shall invariably be based on those tender rates to the extent reasonable.
16. Our clients, SBIIMS, do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason whatsoever for doing so.
17. No employee of the bank or SBIIMS is allowed to work as a contractor for a period of two years of his retirement from bank service, without the previous permission of the bank or SBIIMS. This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the bank or SBIIMS as aforesaid before submission of the tender or engagement in the contractor's service.
18. The tenderer, apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to tender for (1) Electrical (2) Air-conditioning works (3) Fire fighting systems & (4) Interiors (fixed furniture), as the case maybe.
19. Release of security deposit:
 - i) 50% of the total security deposit will be released along with the final certificate of payments as stipulated under para 9 on page 12 of Volume I, Appendix to General Conditions of contract,
 - ii) Balance 50% of Retention money will also be released as noted under (i) above, subject to submission of a Bank Guarantee, to the satisfaction of SBI for an equivalent amount. This Bank Guarantee shall be valid upto completion of defects/removal liability period plus 3 months.

3. GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATIONS:

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

- a. "Employer" shall mean Vice President, SBIIMS - Hyderabad
- b. and shall include his/their heirs, legal representatives, assignees and successors.
- c. "Contractor" shall mean _____
_____ and shall include his/their heirs, legal representatives, assignees and successors.
- d. "Banks Engineer" shall mean any Engineer who is employed by SBIIMS or any other Engineer appointed from time to time by the Employer.
- e. "Works" shall mean the works to be executed in accordance with contract specifications, quantities etc.
- f. "Contract" shall mean the Articles of Agreement, the General Conditions, Special Conditions, the Appendix, the Schedule of Quantities, Specifications and drawings, work order etc., attached hereto and duly signed.
- g. "Contract Price" shall mean the sum named in the Tender, subject to such amount additions thereto or deductions there from as may be made under the provisions, hereinafter contained.
- h. "Site" shall mean the Premises, on which the works are to be, provided, by the Employer or Engineer for the purpose of the Contract.
- i. "Drawings" shall mean the drawings referred to in the contract etc., and any modifications of such drawings approved in writing by the Engineer and the Bank and such other drawings as may from time to time be furnished or approved in writing by the Engineer and Employer.
- j. "Notice in Writing" or written notice shall mean a notice in writing, typed or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the address and shall be deemed to have been received, when in the ordinary course of post, it would have been delivered.
- k. "Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any act amending such original.
- l. "Net Prices" if in arriving at the Contract Amount, the contractor has added to or deducted from the total of the items of the Tender any sum, either as a percentage or otherwise, then the net price of any items, in the tender, shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender, as the price of that item, a similar percentage or proportionate sum. Provided always that in determining the

percentage or proportion of the sum so added or deducted by the contractor, the total amount of any Prime cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression “net rates” or “net prices” when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

2. **SCOPE OF CONTRACT:**

The contractor shall carry out and complete the said work in every respect in accordance with this contract with the directions of and to the satisfaction of the Employer. may issue further drawings and/or written instructions, details, directions and explanations,

- a. The variations or modifications of the designs, quality or quantity of works or the addition or omission or substitution of any work.
- b. Any discrepancy in the drawings or between the Schedule of Quantities/ or drawings and/or specifications etc.
- c. The removal and/or re-execution or any works executed by the contractor.
- d. The removal from the site of any material brought there on by the contractor, and the substitution of any other material there from.
- e. The dismissal from the works of any person employed thereupon.
- f. The opening up for inspection of any work covered up.
- g. The amending and making good of any defects under clause 24 “Removal of Improper works and Materials”.

3. **DRAWINGS AND SPECIFICATIONS:**

The works shall be carried out to the entire satisfaction of the EMPLOYER, in accordance with the signed contract document, drawings and specifications and such further drawings and details as may be provided by the Engineer , and in accordance with such written instructions, directions and explanations, as may from time to time be given by the and the SBIIMS, whose decision as to the sufficiency and quality of the work and materials shall be final and binding on the contractor. If the work shown on any such further drawings or work that may be necessary to comply with any such instructions, directions or explanations, be in the opinion of the contractor outside the scope of work or reasonably could not be inferred from the contract, he shall before proceeding with such work, give notice in writing to this effect to the SBIIMS, and in the event of the SBIIMS agreeing to the same in writing, the contractor shall be entitled to an allowance in respect of such extra work as an authorized extra

4. **SCHEDULE OF QUANTITIES:**

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure and shall be considered to be approximate and no liability shall attach to the Engineer for any error/ variations that may be discovered therein. Please refer Clause 5, 6 and 40 of Special conditions of contract.

5. **SUFFICIENCY OF SCHEDULE OF QUANTITIES:**

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

Please refer clauses 5, 6 and 39 of Special Conditions of Contact.

6. **ERRORS IN SCHEDULE OF QUANTITIES:**

Should any error appear in the Schedule of Quantities, other than in the Contractor's prices and calculations, it shall be rectified and such rectification shall not vitiate the contract but shall constitute a variation of the contract and be dealt with as an authorised extra or deduction.

7. **CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:**

The contractor shall provide everything necessary for the proper execution of works according to the true intent and meaning of the drawings, specifications and the Schedule of Quantities etc., taken together, whether the same may or may not be particularly shown or described there in, provided the same can be inferred therefrom. The several document forming the contract are to be taken as mutually explanatory to one another; detailed drawings and figured dimensions in preference to scale, and special conditions in preference to General conditions and particular specifications in preference to General specifications.

In case of discrepancy between the Schedule of Quantities, the specifications and/or the drawings, the following order of preference shall be observed:-

- i) Description of Schedule of Quantities.
- ii) Particular specifications and special condition, if any.
- iii) Drawings.
- iv) C.P.W.D. specifications.
- v) Indian Standard specifications of B.I.S.

If there are varying or conflicting provisions made in any document forming part of the contract, the Engineer shall be the deciding authority, with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in schedule of quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works expressed therein according to drawings and specifications or from any of his obligations under the contract.

The contractor shall make his own arrangements for providing water, for carrying out the work, at his own cost. If water from any source other than Municipal main is to be used for construction, the same shall be tested at the contractor's cost, and a report submitted to the Engineer for his approval, before such water is used for the works. Temporary Electrical connections shall be obtained by the contractor to facilitate execution and completion of work at their cost and all the charges there of should be borne by them.

The contractor shall supply, fix and maintain at his cost, during the execution of any works, all the necessary scaffolding, staging, hoarding, watching and lighting during nights as well as by day required not only for the proper execution and protection of the said works, but also for the protection of the public and the safety of any adjacent road, streets, cellars, vaults, pavements, walls, houses, buildings and all other erections, matters or things. The Contractor shall take down and remove any or all such scaffolding, staging, etc., as occasion shall require or when ordered or so to do, and shall fully reinstate at his own cost and make good all the matters and things disturbed during the execution of the works to the satisfaction of the Engineer.

Please refer clause 7 of Special conditions of contract.

8. **MATERIALS AND WORKMANSHIP TO CONFORM DESCRIPTION:**

All materials and workmanship shall, so far as procurable be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Engineer's instructions and the contractor shall on the request of the Engineers furnish to them all invoices, accounts, receipts and the other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry any test of any materials, which the Engineer & Employer may require. The costs of materials used for testing, packing, transportation and testing shall be borne by the contractor and his quoted rates/amounts shall include all such expenses/contingencies.

- 9a. In case of non-availability of specified Make/brand of any material the alternate make/brand will be given by the Employer/Engineer.

10. **THE SETTING OUT:**

The Contractor shall at his own expense, set out the works accurately in accordance with the plans and to the complete satisfaction of the Engineer. The Contractor shall be solely 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. If at any time any error shall appear during the progress or on completion of any part of the work, the contractor shall at his cost rectify such error if called upon to the satisfaction of the Employer. The work shall from time to time be inspected by the Engineer and/or his representatives, but such inspections shall not exonerate the contractor in any way from his obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is completed, at his own cost.

11. **REMOVAL OF ALL OFFENSIVE MATTERS:**

All debris arising out of the work shall be disposed off as per the rules and regulations of the Local authorities concerned.

12. **OPENING UP WORKS:**

In the event of the Engineer / Employer feels that the work is not carried out as per tender specifications, contractor at his cost shall open the concealed work at his cost for which no Extra cost will be paid.

13. **CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON THE WORKS:**

The contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Engineer may consider it necessary until the expiration of the

“Defects Liability Period” stated in clause 25. The Contractor shall meet the Engineer or his representative, whenever required and so informed by the Engineer.

The Contractor shall maintain and be represented at site at all times, while the work is in progress, by a responsible and efficient foreman, approved by the Engineer and who must thoroughly understand all the trades entailed and be constantly in attendance while the men are at work. Any directions, explanations, instructions or notices give by the Engineer & Employer to such foreman shall be deemed to have been given to the contractor and shall be binding as such on the contractor. The Foreman shall be thoroughly conversant with the English language and should be able to read, write and speak English.

14. **DISMISSAL OF WORKMEN:**

The contractor shall on the request of the Engineer and Employer immediately dismiss from the works any person employed thereon who may, in the opinion of the Engineer and Employer be unsuitable or incompetent or who may misconduct himself, and such person shall not again be employed or allowed on the works without the permission of the Engineer & Employer.

15. **ACCESS TO WORKS:**

The Engineer, the Employer and any person authorised by them shall at all reasonable times have free access to the works and to the workshops, factories or other places where materials are being prepared or constructed by the contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Engineer and the Employer and their representatives for inspection and examination and test of the materials and workmanship. No person, unless authorised by the Engineer or the Employer, except the representatives of Public authorities, shall be allowed on the works at any time. If any work is to be done at a place other than the site of works, the contractor shall obtain the written permission of the Engineer for doing so.

16. **EMPLOYER’S REPRESENTATIVE/PMC:**

The Employer may appoint an assistant to the Engineer, any Site Engineer or Project Management Consultant (PMC), who shall be the representative of the Employer. The duties of the Employer’s representatives are to watch and supervise the works and to test any materials to be used and of workmanship employed in connection with the works. He shall have no authority either to relieve the contractor of any of his duties or obligations under the contract, or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The contractor shall afford the Employer’s representative every facility and assistance for examining the works and materials and checking and measuring item and materials. Neither the Employer’s representative nor any assistant to the Engineer shall have power to revoke, alter, enlarge or relax the requirements of this contract, or to sanction any new-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Engineer and Employer.

The Employer’s representative shall have to give notice to the Contractor or his representing about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Engineer is obtained. The work will from time to time be examined by the Engineer or the Employer’s representative, but such examinations shall not in any way exonerate the contractor from the obligation to remedy any

defects, which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of the clause, the contractor shall take instructions only from the Engineer and Employer.

17. **ASSIGNMENT OF SUB-LETTING:**

The works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part/share thereof or interest therein without the written consent of the Engineer and Employer, and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

18. **SUB-CONTRACTORS:**

All specialists, merchants, tradesmen, and others, executing any work or supply and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or specifications, who may be nominated or selected by the Engineer and employer and hereby declared to be sub-contractors employed by the Contractor, are herein referred to as nominated sub-contractors. No nominated sub-contractors shall be employed on or in connection with the works, against whom the contractor shall make reasonable objection or (see where the Engineer and contractor shall otherwise agree), who will not enter into a contract provided.

- a. The nominated sub-contractors shall indemnify the contractor against the same obligations in respect of the sub-contract as the contractor is under, in respect of this contract.
- b. The nominated sub-contractors shall indemnify the contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the contractor or under any Workman's Compensation Act in force.
- c. Payment shall be made by the contractor to the nominated sub-contractor, within 14 days of receipt of the Engineer's certificate, provided that before any certificate is issued, the contractor shall upon request furnish to the Engineer proof that all nominated sub-contractor's account included in the previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a certificate of the Engineer and deduct the amount thereof from any sums due to the contractor. The exercise of this power shall not create any contract between Employer and Sub-contractor.

19. **VARIATIONS NOT TO VITIATE CONTRACT:**

The contractor shall when directed in writing by the Engineer, omit from or vary works shown upon the drawings or described in the specifications or included in the priced schedule of quantities, but the contractor shall not make any alterations or additions to or omissions from the works or any deviations from the provisions of the Contract without such authorizations or direction in writing from the Engineer and Employer.

No claim for any extra item or deviations shall be allowed, unless it shall have been executed by the Authority of the Engineer and Employer as herein mentioned. Any such extra item or deviation is hereinafter referred to as an authorised extra item or deviation. No variations i.e., additions, omissions or substitutions shall vitiate the contract.

The rate of items not included in the bill of quantities shall be settled by the Engineer and Employer in accordance with the provisions of clause 21, hereof.

20. **MEASUREMENTS OF WORKS:**

The Engineer/PMC may from time to time intimate the Contractor that he requires the works to be measured and the contractor shall forthwith attend or send a qualified agent to assist PMC/Engineer's representative in taking measurements and calculations, and to furnish all particulars or give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such an agent, then the measurements and calculations, and to furnish all particulars or give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such an agent, then the measurements taken by the PMC/Engineers representative approved by them shall be taken to be the correct measurements. The mode of measurements wherever not mentioned in contract documents be taken in accordance with the Indian Standard of Method of measurements of building works (I.S.1200 - 1958) and its revisions, if any. In case of any discrepancy between various contract documents on mode of measurements, the mode given in Bill of Quantities will take precedence over others.

The contractor or his agent may at the time of measurement take such notes and measurements as he may require.

All authorised extra works, omissions and all variations made without the Engineer's knowledge, if substantially sanctioned by him in writing shall be included in such measurements.

22. **PRICES FOR SUBSTITUTIONS/EXTRA ETC., ASCERTAINMENT OF:**

Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts specified for the works in the priced schedule of quantities of work thus ascertained are less or greater than the amounts and/or tender or that any variations, is made, and any substituted/ extra (new) items have been executed, the valuation of such quantities/items, amounts or variations, unless previously or otherwise agreed upon, shall be made in accordance with the following rules:

- a. The net rates or prices in the original tender shall determine the valuation of the extra (additional quantities and or extra/substituted item of work), where that work is of a similar character and executed under similar conditions of the work priced therein. This applied to extra and substituted items of work to the extent, they are similar in nature to the items in the contract.
- b. The net prices given in the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under thereof.
- c. Where extra/substituted item of works are not of similar character (either partly & fully) and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the contract works or to be any part thereof shall be such that in the opinion of the Engineers the net rate or price

contained in the priced schedule of quantities or tender or for any item of the work involves less or more beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable for in-applicable, the Engineer shall fix in consultation with the Employer such other rates or prices as in the circumstances he shall think reasonable and proper, which shall be final and binding on the contractor. For extra and substituted items this will apply for portions of the items for which, items of similar nature are not available in the contract.

- d. Where extra and or substituted items of work cannot be properly measured or valued, the contractor shall be allowed based on the net local day work rates and wages for the district and prevalent market rates for materials etc., at the time of ordering that item; provided that in either case vouchers for wages paid specifying the daily time (and if required by the Engineer, the workmen's name) and materials employed at or before the end of the week following that in which the work has been executed.

The measurements and valuations in respect of the extra and substituted items of work shall be completed within the "Period of final measurement" or within 3 (three) months from the completion of the contract works as defined under clause No.26 (certificate of virtual completion).

See Special Conditions of Contract Clause 44.

23. **UNFIXED MATERIALS:**

When any materials intended for the works shall have been placed at site by the contractor, such materials shall not be removed there from (except for the purposes of being used on the works) without the written authority of the Engineer and Employer and when the contractor shall have received payment in respect of any certificate in which the Engineer shall have stated that he has taken into account the value of such unfixed materials on the works such materials shall become the property of the Employer and the Contractor shall be liable for any loss or damage to any such materials.

24. **REMOVAL OF IMPROPER WORK AND MATERIALS:**

The Engineer shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable times as may be specified in the order, of any materials which in the opinion of the Engineer and Employer are not in accordance with the specifications or the instructions of the Engineer and Employer; and the substitution with proper materials and the removal and proper re-execution of any work, which has been executed with materials or workmanship, not in accordance with the contract/drawings and specifications or instructions etc., the contractor shall forthwith carry out such orders at his own cost. In case of default on the part of the contractor to carry out such orders, the Employer shall have the power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from the contractor by the Employer, or may be deducted by the Engineer, from any money due or may become due to the contractor for this work or on any other account.

Instead of this procedure for work not done in accordance with the contract, the Engineer and Employer may allow such work to remain, and in that case may make allowance for the difference in value together with such further allowance for damages to the Employer, as in his opinion may be reasonable. This allowance shall be recoverable from the contractor by the Employer, or may be deducted by the Engineer, from any money due or may become due to the

contractor for this work or on any other accounts. The decision of Engineers in these matters shall be final and binding on the contractor.

25. **DEFECTS AFTER COMPLETION:**

Any defect, shrinkage, settlement or other faults which may appear with in the “Defects Liability Period” stated in the Appendix on Page 10 i.e. within 12 months after the virtual completion of the works arising in the opinion of the Engineer and the Bank, from materials or workmanship not in accordance with the contract, shall upon the directions and writing of the Engineer and Employer and within such reasonable time as shall be specified therein, be rectified and made good by the Contractor at his own cost. In case of default, the Employer may employ any other person to amend and make good such defects, shrinkage, settlements or other faults. All damages, loss and expenses consequent therein or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the employer or may be deducted by the Employer, the damages, loss and expenses from any sums that may be due to the contractor or amount retained under condition 38 (Certificate and payment) and in event of the amount retained being insufficient recover the balance from the amount held against EMD & Security deposit under clause 10.1 & 10.2 on Page 5 or any other amounts due or may become due later.

26. **CERTIFICATE OF VIRTUAL COMPLETION:**

The contractors shall intimate in writing to the Engineers, as and when the works are complete in all respects in order to enable the Engineer to intimate the Employer to take possession of the same. The works shall not be considered as virtually completed, until the Engineer has certified in writing that the same have been “Virtually completed” and accepted by the employed. The defects liability period shall commence, only from the date of such virtual completion certificate.

27. **OTHER PERSONS ENGAGED BY THE EMPLOYER:**

The Employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this contract which he may desire to carry out through other persons, and the contractor is to allow all reasonable facilities for the execution of such work, except by special arrangement with the Employer. Such work shall be carried out in such a manner a not to impede the progress of the works included in the contract, and the contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

28. **INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY:**

The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property, which may arise from operation or neglect of himself or any of his or sub-contractor’s employees, whether or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include, interalia any damage to buildings, whether immediately adjacent or otherwise, any damage to roads, caused to the buildings and works forming the subject of this contract by frost or other inclement weather. The contractor shall indemnify the employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of government or otherwise, and also in respect of any award of compensation or damages consequent upon such claim.

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

The contractor shall indemnify the Employer against all claims which may be made against the Employer, by any member of the Public or other party, in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own cost, effect and maintain until one month after the works are taken over by the Employer or three months after the date of completion of the contract with an approved office, a policy of Insurance in the joint names of the Employer and the contractor against such risks and signing of the contract. The contract shall also indemnify the employer against all claims which may be made upon the Employer whether under the Workmen's compensation act or any other statute in force during the currency of this contract or at common law in respect of any employees of the contractor or of any sub-contractor and shall at his own expense effect and maintain until one month beyond the virtual completion of the contract, with an approved office. A policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Engineers from time to time, during the currency of the contract. In default of the contractor insuring as provided above, the Engineer on behalf of the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the contractor.

The contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract however, such damage shall be caused.

The Contractor shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any Award of or compensation of damages arising there from.

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

29. **CONTRACTOR'S ALL RISK POLICY:**

The contractor shall within 14 days from the date of commencement of the work insure the works at his cost and keep them insured until one month after the works are taken over by the Employer or three months after the date of completion whichever is earlier, against loss or damage by fire and usual risks other than fire against which insurers generally provide cover in a CONTRACTOR'S ALL RISK POLICY, with an insurer to be approved the Engineers, in the joint names of the Employer and contractor (the name of the former being placed first in the policy), progressively for the full amount of the contract, in three stages, beginning with 1/3 of the contract value, and for any further sum as called upon to do so by the Engineer, with the prior written consent of the Employer, the premium of such further sum being allowed to the contractor as an authorised extra. Such policy shall cover the property of the Employer only and Engineers and surveyor's fees for assessing the claim and in connection with his services generally in reinstatement and shall not cover any property of the contractor of any subcontractor or employee. The contractor shall deposit the policy and receipts for the premiums paid with the Engineers, within twenty one days of the date of commencement of work, unless otherwise instructed, as provided above failing which the employer or the Engineer on his behalf may insure and may deduct the premium paid from any money that may be due or that may become due to the contractor. The contractor shall as soon as the claim under the policy is settled, or the

work reinstated by the insurers should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire or other such risk had not occurred and in all respects under the same conditions of contract.

The contractor in case of rebuilding or reinstatement after fire or other such usual risk shall be entitled to such extension of time for completion as recommended by the Engineer.

Please refer Special Conditions of Contract, clauses.

30. **MINIMUM AMOUNT OF THIRD PARTY INSURANCE:**

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

The minimum insurance cover for physical property, injury, and death is Rs.5.00 lakhs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

31. **COMMENCEMENT AND COMPLETION:**

The contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Engineer may desire to delay) on or before the "Day of Completion" started in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

Refer clause 9 & 36 of Special Conditions of Contract.

32. **DELAY AND EXTENSION OF TIME:**

If in the opinion of the Engineer the works be delayed:

- a. by force majeure, or
- b. by reason of any exceptionally inclement weather, or
- c. by reason of proceedings taken on threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise, than through the contractor's own default, or
- d. by the works or delays of the contractors or tradesmen engaged or nominated by the Employer or Engineer and not referred to in the Schedule of Quantities and/or specifications, or
- e. by reason of civil, commotion, local combination of workmen or strike or lock-out affecting any of the buildings/traders, or
- f. by reason of the Engineer's instructions as per clause 2, or
- g. In consequence of the contractor not having in due time, necessary instructions from the Engineer, for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions.

The Engineer shall make a fair and reasonable assessment for extension of time, for completion of the contract works which may be approved by the Employer.

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

33. **DAMAGES FOR NON-COMPLETION:**

If the contractor fails to complete the works by the date stated in clause 31 (date of completion) or within any extended time certified under clause 32 (extension of time) and if the Engineer shall certify in writing on or before the date of issue of the certificate for the last payment to which the contractor may become entitled hereunder that the works could have been reasonably completed by the said date or within the said extended time, then the contractor shall pay to the Employer or allow the employer to recover from dues to the contractor on any account the sum stated in clause 16 of "Notice to contractors" (Page 6) (liquidated damages and not by way of penalty), subject to a maximum amount of 5% as stated in Appendix of General Conditions of contract (page 10) and as stated in clause 16 of "Notice to contractors" (Page 6) and such damages may be deducted from any money due or which may become due to the contractor.

The deduction of such sums shall not, however, absolve the contractor of his responsibility and obligations to complete the work in its entirety.

Please refer clauses 9 & 36 of special conditions of contract.

34. **FAILURE BY CONTRACTOR TO COMPLY WITH ENGINEER'S INSTRUCTIONS:**

If the contractor after receipt of written notice from the Engineer requiring compliance with such further drawings and/or Engineers instruction, fails within seven days to comply with the same, the Engineer and Employer may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractors by the employer on a Certificate by the Engineer as a debit or may be deducted by him from any money due or which may become due to the contractors.

35. **ENGINEER'S DELAY IN PROGRESS:**

The Engineer may delay the progress of the works in case of rains or otherwise, without vitiating the contract and grant such extension of time with the approval of the Employer for the completion of the contract as he may think proper and sufficient in consequence of such delay, and the contractor shall not make any claim for compensation or damage in relation thereto.

36. **SUSPENSION OF WORKS:**

If the contractor, except on account of any legal restraint upon the employer preventing the continuance of the works, or on account of any of the causes mentioned in the clause "Extension of time" or in the case of certificate being withheld or not paid when due, shall suspend works or in the opinion of the Engineers, shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default in the respects mentioned in clause 24 (removal of improper work and materials), the Employer through the

Engineer shall have the power to give notice in writing to the contractor required that the works be provided within a reasonable manner, and with reasonable despatch, such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must specify the acts or defaults on the part of the contractor upon which it is based. After such notice shall have been given, the contractor shall not be at liberty to remove from the site of works, or from any ground contiguous thereto, the site of works, or from any ground contiguous thereto, any plant or materials belonging to him which shall have been placed thereon for the purpose of work, and the Employer shall have lien upon such plants and materials to subsist from date of such notice being given until the notice shall have been complied with, provided always that such lien shall not under any circumstances subsist after the expiration of 30 (thirty) day from the date of such notice given, unless the employer shall have entered upon and taken possession of the works and site, as hereinafter provided.

If the contractor shall fail for seven days after such notice has been given, to proceed with the works as therein prescribed, the Employer may enter upon and take possession of the works and site, and of all such plants, machinery and materials thereon intended to be used for the works, and the Employer shall retain and hold a lien upon all such plants, machinery and materials until the work shall have been completed, under powers hereinafter conferred upon him;

If the Employer shall exercise the above power, he may engage any other person to complete the works and exclude the contractor, his agents and servants from entry upon or access to the same, except that the contractor or any person appointed in writing may have access at all times during the progress of the works to inspect, survey and measure the works. Such written appointments or a copy thereof shall be delivered to the Engineers before the person appointed comes on to the works and the Employer shall take such steps as in the opinion of the Engineer may be reasonably necessary for completion the works, without undue delay or expenses using for that purpose the plant, machinery and materials above mentioned in so far as they as they are suitable and adopted to such use.

Upon the completion of the works, the Engineers shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the contractor as aforesaid and in completion the works by other persons.

Should the amount so certified as the expenses properly incurred be less than amount which should have been due to the contractor upon the completion of the works by him, the difference shall be paid to the contractor by the Employer, should the amount of the former exceed the later, the difference shall be paid by the contractor to the Employer. The Employer shall not be liable to make any further payments or compensations to the contractor for or on accounts of the proper use of the plant for the completion of the works under the provisions herein before mentioned other than such payments as is included in the contract.

After the works shall have been so completed by persons other than the contractor, under the provisions herein before contained, the Engineer shall give notice to the contractor to remove his plant and all surplus materials as may not have been used in the completion of the works from the site.

If such plant and materials are not removed within a period of 14 days after the notice shall have been given, the Employer may remove and sell the same, holding the proceeds less the cost of the removal and sale, to the credit of the contractor. The Employer shall not be responsible for any loss sustained by the Contractor from the sale of the plant in the event of the Contractor not removing it after notice.

37. **PRIME COST AND PROVISIONAL SUMS:**

- a. Where "Prime Cost" (P.C.) prices or provisional sums of money are considered for any goods or works in the specifications or Schedule of quantities or deviations hereof, the same are exclusive of any trade discounts, or allowances, discount for cash, or profit which the contractor may require and or carriage and fixing.
- b. All goods or work, for which prime cost prices or provisional sums of money are considered may be selected or ordered from any manufacturer's or firms, at the discretion of the Engineer or the Employer. The Employer reserves to himself the right of paying directly for any such goods or work and the Engineer may deduct the said prices or sums from the amount of the contract. Should any goods or works for which prime cost prices or provisional sums are considered or portions of same be not required, such prices or sums, together with the profits allowed for such additional amount as the Contractor may have allowed for carriage and fixing will be deducted in full from the amount of the Contract. Whether the goods be ordered by the Contractor or otherwise, the contractor shall at his own cost fix the same, if called upon to do so, and the contractor shall also receive and sign for such goods and be responsible for their safe custody as and from the date of their delivery upon the works.
- c. In cases in which provisional quantities of items/materials are contained in the contract, the contractor shall provide such materials and or execute such items to such amounts or to greater or lesser amounts as the Engineer shall direct in his schedule of quantities.
- d. No prime cost sum or sums (or any portion thereof) shall be included in any certificate for payment to the contractor until the receipted accounts relating to them have been produced by the contractor to the Engineer. Such accounts shall show all discounts and any sum or sums in respect of such discounts shall be treated as a trade discount. Provided always, that should the contractor in lieu of producing such receipted accounts, request the Engineer in writing to issue a certificate to the Employer for such sum or sums, due either on account or in settlement to a sub-contractor direct, the Engineer shall, upon satisfying himself that the sub-contractor is entitled to the same, so issue the certificate and such sum or sums be deducted from the amount of the contractor, at the settlement of accounts and any profit or sum to which the contractor is properly entitled, in respect of such sub-contract, and which is in conformity with the terms of contract as though the amount of such certificates to the sub-contractor has been included in a certificate drawn in favour of the contractor.
- e. If the contractor neither produces the receipt nor gives authority to the Engineer to issue a certificate in favour of such sub-contractor direct, the Engineer may upon giving the contractor SEVEN DAYS NOTICE in writing of his intentions to do so, issue to the sub-contractor such certificate direct to the Employer and obtain a receipt from the sub-contractor, which receipt shall be deemed as a discharge for the amount of such certificates, as though given by the contractor. In such event, the contractor shall not be allowed any profit he may have added in the Schedule of Quantities upon such sub-contract.
- f. The exercise of the option before referred to by the Contractor and the issue of certificates, as before described to sub-contractor direct of certificates by the Engineer, shall not however, relieve the contractor from any of the liabilities in respect of insufficient, faulty or incompleted work of the sub-contractor for which he may be liable under the terms of the contract.

38. **CERTIFICATES AND PAYMENTS:**

The contractor shall be paid by the Employer after due checking and after making necessary correction from time to time, by installments under Interim Certificates to be issued by the Engineer on account of the works executed by the contractor based on the joint measurements taken by the PMC, the Engineers representative and the contractors representative when in the opinion of the Engineer, work to the approximate value named in the Appendix on Page 10 as "Value of work for Interim Certificates", (or less at the reasonable discretion of the Engineer & Employer) has been executed in accordance with the Contract, subject however, to a retention of the percentage of such value named in the Appendix hereto mentioned as "Retention Percentage for Interim Certificates", until the total amount retained shall reach the sum named in the appendix as Total Retention Money, after which time the installments shall be up to the full value of the work subsequently so executed plus such amount as he may consider proper on account of materials delivered upon the site by the contractor for use in the work and available on the date of billing.

And when the works have been virtually completed and the Engineer shall have certified in writing that they have been so completed, the contractor shall be paid by the Employer after satisfying himself in accordance with the certificate to be issued by the Engineer, the sum of money named in the Appendix as 'Installment after Virtual Completion' being a part of the said Total Retention Money.

The Contractor shall be entitled to the payment of the final balance (balance security deposit/retention money) in accordance with the final certificate to be issued in writing by the Engineer at the expiration of the period referred to as 'The Defects Liquidation Liability period' in appendix on page 10 hereto, from the date of virtual completion or as soon after the expiration of such period as the work shall have been finally completed and all defects made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the Engineer of any Certificate during the progress of the works or after the completion shall not relieve the contractor from his liabilities in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or any matter dealt within the certificate, and in case of all such defects and insufficiencies in the works or materials, which reasonable examination would have disclosed. No certificate of the Engineer shall by itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract.

The Engineer shall have power to withhold any Certificate, if the works or any parts thereof are not being carried out to his and employers satisfaction. The Engineer may by any certificate make any correction in any previous Certificate, which shall have been issued by him. Payment upon the Engineer's Certificates shall be made within the period named in the Appendix as 'Period of Honoring of Certificates, after such certificates have been delivered to Employer.

Please refer clause 37 & 46 of Special conditions of agreement.

39. **NOTICES:**

Notices for the Employer, the Engineer, or the Contractor may be served personally or by being left at or sent by registered post to the last known place of abode or business of the party to whom the same is to be given or in the case of the contractor by being left on the works. In case of a company or corporation, notices may be served at or sent by registered post to the Registered Offices of the Company or Corporation. Any notice sent by registered post shall be deemed to be served at the time, when in the ordinary course of post it would be delivered.

40. **TERMINATION OF CONTRACT BY THE EMPLOYER:**

If the contractor being an individual or a firm, commit any act of insolvency, or shall be adjudged as Insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the Supervision of the Court and of the Official Assignee of the Liquidator in such acts of insolvency or winding up, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Engineer that he is able to carry out and fulfill the contract, and to give security thereof, if so required by the Engineer.

Or if the contractor (whether an individual, firm or incorporated Co.) shall suffer execution to be issued.

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the Engineers/Employer first obtained.

Or shall charge or encumber this Contract or any payments due or which may be due to the Contract there under.

Or if the Engineer shall certify in writing to the Employer that the contractor,

- a. has abandoned the contract or
- b. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days, after receiving from the Engineer written notice to proceed, or
- c. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- d. has failed to remove materials from the site or to pull down and replace work for 7 days after receiving from the Engineer written notice that the said materials or work were condemned and rejected by the Engineer under these conditions, or
- e. has neglected persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the Contractors for 7 days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same, or
- f. has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, sublet any part of the contract.

Then and in any of the said cases the Employer with written consent of the Engineer, may notwithstanding any previous waiver, after giving 7 days notice in writing to the contractor, determine the contract, but without hereby affecting the powers of the Engineer to continue in force as full as if the contract has not been so determined and as if the works subsequently executed has been executed by or on behalf of the contractor.

And further, the Employer under recommendations of the Engineer, by his Agents, or servants may enter upon and take possession of the works and all plants, tools,

scaffoldings, sheds, machinery, and other equipment and materials also laying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completion the works or by employing any other contractors or other persons to complete the works and the contractor shall not in any way interrupt or do not act, matter or thing to prevent or hinder such other contractor or other persons or person employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or soon thereafter as convenient, the Engineer shall give a notice in writing to the contractor to remove his surplus materials and plant, and should the contractor fail to do so, within a period of 14 days, after receipt thereof by him, the Employer shall sell the same by publication and shall give credit to the contractor for the amount realised. The Engineer shall thereafter ascertain and certify in writing under his hand when (if anything) what shall be due to or payable by the Employer for the value of the said plant and materials so taken possession of by the Employer, and the expense or loss, which the Employer shall have incurred due to the contractor, and the amount which shall be so certified shall thereupon be paid by the Employer to the contractor or by the contractor to the Employer, as the case may be.

41. **TERMINATION OF CONTRACT BY CONTRACTOR:**

If payment of the amount payable by the Employer under certificate of the Engineer as provided for hereinafter shall be in arrears and unpaid for 30 (thirty) days after notice in writing requiring payment of the amount, as aforesaid shall have been given by the Contractor to the Employer, or if the Employer obstructs the issue of any such certificates, or if the employer commits any Act of insolvency, or if the Employer (being an incorporated company) shall have an order made against him or pass an effective.

Resolution for winding up, either compulsorily or subject to the supervision of the Court or voluntarily, or if the Official Liquidator or the Employer shall repudiate the contract, or if the Official Liquidator in any such winding up shall be unable within 15 days notice to him requiring him to do so, to the reasonable satisfaction of the contractor that he is not able to carry out and fulfill the contract and to give security for the same (including Earnest money), or if the works be stopped for any payments due, and to become due thereunder and if required under the order of the Engineers or the Employer or by an injunction or other order of any court of law, then in any of the said cases, the contractor shall be at liberty to determine the contract by notice in writing to the Employer/Engineer, and he shall be entitled to recover from the Employer, payment for all works executed and for any losses he may sustain, upon any plant or materials supplied or purchased or prepared for the purpose of the contract.

In arriving at the amount of such payment, the net rates contained in the contract shall be followed, or where the same may not apply, valuation shall be made in accordance with clause 22 thereof.

42. Matters to be finally determined by the Engineers and the Bank (Called excepted matters) – (refer 43(a) below), which shall be final, conclusive and binding on the following matters:

- a) Instructions
- b) Transactions with local authorities
- c) Proof of quality of materials
- d) Assigning or under letting of the contract,
- e) Certificate as to the causes of delay on the part of the contractor and justifying extension of time or otherwise,

- f) Rectification of defects pointed out during the defects liability period.
- g) Notice to the contractor to the effect that he is not proceeding with due diligence.
- h) Certificate that the contractor has abandoned the contract.
- i) Notice for determination of the contract by the Employer.

43. **ARBITRATION:**

- a. When the contractor is dissatisfied with the decision of the Engineer/Employer, the contractor is required to give a notice to the Employer within 30 days of the receipt of such decision, for the appointment of the Arbitrator for the settlement of the outstanding disputes.
- b. Vice President, SBIIMS, Mumbai shall be appointed to refer those disputes for adjudication to a sole arbitration.
- c. It is also a term of the contract that if the contractor does not make any demand for Arbitrator in respect of any claims within 90 days of receiving the intimation from the Bank that the final bill is ready for payment, the claims if any received after 90 days period shall be absolutely barred from reference to the Arbitrator.
- d. All disputes or differences of any kind whatsoever, which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract, or the rights touching or of this contract, effect thereof, or to the rights or liabilities of the parties arising out of or in relation thereto, whether during progress or after determination, foreclosure or breach of the contract (other than those in respect of which the decision expressed to be final and binding in cases listed out in condition 40 above), Engineers shall, after written notice to either party to the contract and to the appointing Authority, who shall be appointed for this purpose by the employer refer those disputes for adjudication to a sole arbitrator, to be appointed as hereinafter provided.
- e. For the purpose of appointing the sole arbitrator referred to above, the Appointing authority will send, within thirty days of receipt by him of the written notice aforesaid, to the contractor a panel of three names of persons, who shall be presently unconnected with the organization for which the work executed.
- f. The contractor shall on receipt by him of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to be appointed as a sole arbitrator to the Appointing Authority, within thirty days of receipt of the names by him. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole arbitrator.
- g. If the Appointing Authority fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the appointing authority a panel of three names of persons, who shall be unconnected with either party. The Appointing Authority shall on receipt by him of the names as aforesaid select any one of the persons named and appoint his

as the sole arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole arbitrator within 30 days of receipt by him of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the sole arbitrator and communicate his name to the Appointing Authority.

- h. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reasons whatsoever, another sole arbitrator shall be appointed as aforesaid.
- i. The work under the contract, shall however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- j. The arbitrator shall be deemed to have entered on the reference, on the date he issues notice to both the parties, fixing the date of first hearing.
- k. The arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- l. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such a place, as may be fixed by the Arbitrator in his sole discretion.

The fees, if any, of the Arbitrator, if required to be paid before the award is made and published, shall be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any, of the Arbitrator, who may direct to any by whom and in what manner such costs or any part there of shall be paid and may fix or settle the amount of costs to be so paid.

- m. The award of the Arbitrator shall be final and binding on both the parties.
- n. Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modifications or re-enactments thereof, and the rules made thereunder, and for time being in force, shall apply to the arbitration proceedings under this clause.

5. LABOUR LAWS AND RULES

The Site Engineer shall ensure that the contractor maintains relevant records and fulfils all conditions and requirements in accordance with

- a. The payment of Wages Act
- b. Employer's Liability Act
- c. Workmen's Compensation Act
- d. Contract Labour (Regulations & Abolition) Act 1970 and Central Rules 1971.
- e. Apprentices Act 1961.
- f. Any other Act or enactment relating thereto and rules framed there under from time to time.

The Site Engineer shall refrain from involving himself and the supervisors under him by comments/advice/attempts at mediation in any kind of labour dispute at site. His job is only to report to his superiors any happenings of the this sort in an objective manner.

EMPLOYER'S RESPONSIBILITY - CONTRACT LABOUR (REGULATIONS AND ABOLITION) ACT 1970 AND RULES 1971

With a view to ensuring that the provisions of the Act are not contravened, the Site Engineer should give particular attention to the following points and see that all the provisions of the Act are enforced:

1. Principal Employer (Banks) is registered as per the Act.
2. Contractor holds a license under the Act from the Local Labour Commissioner for the appointment of Contract labour.
3. Required notice boards, registers and records as provided in section 29 of the Act are maintained by the contractor.
4. Payment of proper wages as per the rules are effected within the prescribed time limits by the contractor.
5. Prescribed facilities and amenities are provided by the contractor.
6. Proper efforts are made by the contractor to set right contravention of law, as soon as the notice pointing out the same is received from the Labour Enforcement Officer, and reports "on action taken" are sent to the Labour Enforcement officer at the earliest with copies to the Employer.

FORM OF AGREEMENT

ARTICLES of AGREEMENT made this _____ day of _____ year 2019 between **The Nodal Officer, RBO-MAHABUBNAGAR** (Hereinafter referred to as the "Employer/Owner/client" which expression shall, unless excluded by or repugnant to the context, includes its successors and as- signs) of the ONEPART and _____ of _____ (Hereinafter referred to as "Contractor" unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to carry out (**PROPOSED CIVIL WORKS FOR MAHABUBNAGAR CLOCK TOWER BRANCH, RBO MAHABUBNAGAR, UNDER AO NALGONDA** and shall herein after referred to as "Project").

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

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

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the project.

AND WHEREAS the Employer has accordingly issued the work order (NO. _____ dt. _____) to the contractor subject to his furnishing the requisite Security Deposit.

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

NOW, therefore, it is hereby agreed to and between the parties as follows:

1) Contract documents

The following documents shall constitute the Contract Documents.

I. This Article of Agreement.

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

III. All correspondence between the Employer and the Contractor from the date of issue of N.I.T and the date of issue of work order.

IV. Work order No. _____ dt. _____

2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted project **works shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor by the said Employer and described in the said Specifications and the said Schedule of Quantities.**

3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein stated before, the Employer reserves itself the right of altering the drawings and the nature of the work and addition to or omitting any items of work or of having portions of same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

4) As mentioned in Article 1 above, the "said conditions" shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

5) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of the Hyderabad thereto. The decision of the arbitration shall be final and binding on both the parties.

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

**Signed and delivered for and on behalf of
State Bank of India Infra Management Salutations Pvt. Ltd., Shri. _____ its
duly authorized official, In the presence of -**

1. (Name and Address)

2. (Name and Address)

**Signed and delivered for and on behalf of
The Contractor _____ by Shri _____ his duly authorized
official, in the presence of -**

1. (Name and Address)

2. (Name and Address)

VICE PRESIDENT, SBIIMS

READ, UNDERSTOOD AND ACCEPTED

**SIGNATURE OF THE CONTRACTOR
WITH SEAL DATE**

DECLARATION

TO
THE VICE PRESIDENT
STATE BANK INFRA MANAGEMENT
SOLUTIONS PVT LTD. GROUND FLOOR, SBI
LHO CAMPUS,
BANK STREET,
KOTI
HYDERABAD-
500095.

NAME OF THE WORK: **PROPOSED CIVIL WORKS FOR
MAHABUBNAGAR CLOCK TOWER BRANCH, RBO
MAHABUBNAGAR, UNDER AO NALGONDA**

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

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

I undertake to submit a hard copy & scanned copy of the tender duly signed on all pages of the tender at your office.

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

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

Witness:

Signature of

Tender Address

Date: