



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

**SBIIMS INVITES TENDERS ON BEHALF OF SBI FOR PROPOSED INTERIOR
WORKS FOR UDAIPUR BRANCH AT UDAIPUR DISTT. GOMATI, TRIPURA-
SHIFTING TO NEW PREMISES**

The Contractors/Vendors who are in the list of approved empanelled contractors/vendors finalised in September, 2018 by SBI, Local Head Office, Guwahati for the categories: I (Above Rs 50.00 Lakh and Upto Rs 100.00 lakh) under INTERIOR & FURNITURE WITH MISCELLANEOUS WORKS are only eligible to participate in this E-Tender.

Note: The Contractors/Vendors should possess **valid digital signature** for participating in this E-tendering Process.

ARCHITECT:

ARCHIVENTIONS- Architects & Engineers

Above Kalita Enterprises, Bank of India Zoo Rd. Branch Building,
Zunali, R.G. Baruah Road, Guwahati-781024, Assam (India)



SBI INFRA MANAGEMENT SOLUTIONS PVT LTD (SBIIMS)
(WHOLLY OWNED SUBSIDIARY OF SBI)
GUWAHATI CIRCLE OFFICE

Sl. No.	Description	
(a)	Tender ID	G UW202006019
(b)	Tender Name	INTERIOR FURNITURE WORK AT UDAIPUR BRANCH-SHIFTING TO NEW PREMISES
(c)	Opening Date of Tender	08.06.2020
	Ending Date of Tender	22.06.2020
(d)	Tender Fee Amount	Rs.3000.00 (Rupees Three thousand only) to be paid only through State Bank Collect (SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-A.



SBIIMS on behalf of SBI through its Architect **M/s Archiventions - Architects & Engineers**, invites “online item rate E-tender” from SBI Empanelled contractors under appropriate category for the tender ID **GUW202006019** dated **08.06.2020**.

The details of the tender are as under:

1.	Name & location of Work	:	INTERIOR FURNITURE WORKS AT UDAIPUR BRANCH, TRIPURA-SHIFTING TO NEW PREMISES
2.	Estimated Cost	:	Rs 54.54 lacs approx. exclusive of GST
3.	Eligibility criteria	:	The Contractors/Vendors who are in the list of approved empanelled contractors/vendors finalised in September, 2018 by SBI, Local Head Office, Guwahati (Guwahati Circle) for the categories: I (Above Rs 50.00 Lakh and Upto Rs 100.00 lakh) under INTERIOR & FURNITURE WITH MISCELLANEOUS WORKS are only eligible.
4.	Availability of tender documents	:	Tender documents can be viewed from the Bank's website www.sbi.co.in > SBI in the News>Procurement News from 08.06.2020 to 22.06.2020 .
5.	Tender document Cost	:	Rs 3000.00 (Rupees Three thousand only) (Non-Refundable) to be paid only through State Bank Collect (SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-A. The receipt generated with the Reference No. shall be submitted along with the Technical Bid.
6.	Earnest Money Deposit	:	Rs. 54,540.00 (Rupees Fifty Four thousand Five hundred Forty only) EMD to be deposited to A/C No. 10242804581 (SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account) maintained at SBI, Dispur Branch (IFSC code-SBIN0003030).
7.	Technical Bid	:	The following Documents should be submitted in the Technical Bid in a sealed envelope addressed to the Circle Head, SBIIMS, Guwahati Circle, SBI Local Head Office Building, 3rd Floor, 'A' Block, P.O. Assam Sachivalaya, Dispur, Guwahati-781006, Assam or send the scanned copies via mail to sbiims.circleguw@gmail.com on or before 22.06.2020 upto 03:00 PM i) Tender Processing Fee amounting to ₹3000.00 (Rupees Three thousand Only) (Non-Refundable) to be credited State Bank Collect (SB Collect an efficient MIS report generating tool) and submit the receipt generated with the Reference No. ii) Earnest Money Deposit (EMD) amounting to Rs. 54,540.00 (Rupees Fifty Four thousand Five hundred Forty only) to be deposited to A/C No. 10242804581 (SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account) maintained at SBI, Dispur Branch (IFSC code-SBIN0003030) and submit the deposit voucher copy as proof of deposit of the amount. iii) The Process Compliance Form as at Annexure-I duly filled, signed and stamped by the Bidder as token of acceptance of all the terms & conditions stipulated in this tender. The Bidder, who failed to submit any of the above mentioned



			documents, will be disqualified in Technical Bid and will not be allowed to participate in subsequent online Price bid submission. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in online Price bid submission.
8.	Opening of Technical Bid	:	03:30 PM on 22.06.2020
9.	Price Bid	:	<p>The Price Bid Shall contain the Electronic format of item wise Price Bid and to be submitted on online portal https://etender.sbi/ as per below schedule:</p> <p>From 11:00 AM to 03:00 PM on 23.06.2020.</p> <p>No condition/ stipulation in Cover-II shall be accepted</p> <p><i>Only the bidders who qualify in Technical Bid (submitted Tender Processing Fee, EMD and Process Compliance Form) will be eligible to participate in the submission of Price Bid.</i></p> <p>The bidder should have valid digital signature for participation.</p>
10	Opening of Price Bid	:	On 23.06.2020 after 03:00 PM
11.	Validity of Tenders	:	For a period of 90 days from the date of e-tendering.
12.	Initial security deposit	:	2% of the awarded value of work including EMD
13.	Retention money	:	5% (Including EMD+ISD)
14	Commencement of the work	:	The date of commencement of the work will be reckoned as the date of handing over site or seven days from the date of issue of Work Order of the tender whichever is later
15	Time allowed for completion	:	120 days from the date of handing over site or 10 days from the date of issue of letter of acceptance of Bank whichever is later.
16.	Deduction of Income Tax and GST	:	<p>A) Income Tax will be deducted at source as per Govt. Guidelines.</p> <p>B) Reimbursement of GST on work contract will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following;</p> <p>i. Contractor should have GST Registration Number</p> <p>ii. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision</p> <p>iii. In case of Correction in the bills after scrutiny, contractor should submit fresh invoice for payment</p> <p>iv. 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.</p>



17.	Terms & mode of payment	:	<p>i) No advance is payable.</p> <p>ii) After successful completion of entire work, 100% payment will be released against submission of GST invoice and work completion Certificates after deducting security deposit and statutory deductions as applicable.</p> <p>iii) Payment shall be made by way of Electronic fund transfer by the concerned SBI Branch/Office where the work has been executed. The contractor should furnish details of the Bank, A/c no, IFSC code etc.</p>
18.	Liquidated Damages	:	If the bidder is not able to complete the work within the stipulated completion period as per tender, liquidated Damages will be imposed at the rate of 0.5% of the contract value per week subject to a maximum of 5% of the contract value.
19.	Defects Liability Period	:	12 Months (Twelve months) from the date of completion of the work and handing over to the Bank.
20.	Contact details for any clarification	:	<p>The Circle Head & The Assistant Vice President (Civil), SBI Infra Management Solutions Pvt. Ltd. North-Eastern Circle Office, 3rd Floor, SBI, LHO Building, Guwahati, Dispur-781006, Ph: 0361-2237509</p>
21.	Contact details for any e-Tender related queries	:	<p>Service provider: M/s e-Procurement Technologies Ltd. (Procure Tiger) A- 201, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Tel.:- PH. NOS. : +91 79-68136805/ +91 79-40016837/ 835 / 886 / 887 / 802 / 852 / 865 / 800, Fax:- 91 - 079 – 40016876. You are requested to contact the agency for further guidance on e-tendering process</p>
22.	Any additional Information	:	The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes & charges , cost of the insurances as specified in the tender, cost towards testing of materials supplied, wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work. However, GST on work contract will be extra as applicable.
	Notes:		
a)	The Tenderers are expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required as per the Tender Documents or submission of price bids not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and shall result in rejection of the Tender.		
b)	In case the date of opening of Technical bid or price bid is declared as a holiday, the next working day shall be considered. The bidder, who is the authorized representative and participating on behalf of company/ Dealer/vendor, should have a valid digital signature certificate (DSC) for this tender. The validity of the DSC should be at least 3 months.		
c)	SBIIMS reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.		



d)	Bidders are strongly advised to visit site before submitting their price bid and work out the quantity requirement for all required material to make the work complete in all respects.
e)	The tenderers can view the Tender details through their respective log in IDs on the above mentioned e-tender portal (Website).
f)	Any abnormal increase from the quoted price / cost will not be acceptable.
g)	If the L1 bidder quotes abnormally low (below 10% of the actual estimated cost), he will be required to furnish a Performance Guarantee Bond/STDR Lien in the name of Asstt. Gen. Manager (P&E), SBI LHO, Guwahati on the accepted tender amount and Additional Security Deposit amounting to 2% of the accepted tender amount in addition to EMD and ISD ,which will be released after virtual completion of work.
h)	Corrigendum: (If any) shall be published in Bank's website & https://etender.sbi/ portal.
	For ARCHIVEMENTIONS- Architects & Engineers Above Kalita Enterprises, Bank of India Zoo Rd. Branch Building, Zunali, R.G. Baruah Road, Guwahati-781024, Assam (India)



FORM OF TENDER

To,
The Circle Head & VP (Civil),
Circle Office,
SBI Infra Management Solutions Pvt. Ltd.,
Guwahati-781006, Assam.

Dear Sir,

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

MEMORANDUM

Description of work	Proposed Interior works for Udaipur Branch at Udaipur Distt. Gomati, Tripura
Earnest Money	Rs.54,540/- (Rupees Fifty Four Thousand Five Hundred and Forty only) to be deposited to A/C No. 10242804581 (SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account) maintained at SBI, Dispur Branch (IFSC code-SBIN0003030) and submit the deposit voucher copy as proof of deposit of the amount.
Percentage, if any, to be deducted from Bills and total amount to be retained	10 % from Running Bills, subject to maximum Total 5% of contract amount or actual Final Bill value including EMD & Initial Security Deposit.
Time allowed for completion of the Works from fourteenth day after the date of written order or date of handing over of the site (whichever is later) to commence the work	120 days

I/We have deposited a sum of **Rs.54,540/- (Rupees Fifty Four Thousand Five Hundred and Forty only)** of the total tender amount as Earnest Money with the State Bank of India which is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I/ We do hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions.

1) Our Bankers are: i)

ii)

The names of partners of our firm are: i)

ii)

Name of the partner of the firm Authorized to sign

Or

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

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



Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

i)

ii)



TERMS & CONDITIONS OF E-TENDERING:

SBIIMS PVT. LTD. shall finalize the Tender through e-tendering mode for which M/s. e-Procurement Technology, will be engaged by SBIIMS. Please go through the guidelines given below:

1. E-tendering shall be conducted by SBIIMS through M/s. e-Procurement Technology, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.

In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBIIMS Pvt. Ltd. Is not responsible for such eventualities.

1. M/s. e-Procurement Technology, shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.

2. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & unit of measurement will be displayed in online E-tendering.

3. BID PRICE: The bidder has to quote the rate as per the tender document provided by SBIIMS Pvt. Ltd. or their appointed Architects.

4. 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.

5. Procedure of E-tendering:

Online E-tendering:

(a) The soft copy of the Technical as well as Price Bid is available on the Bank's website during the period specified in the NIT.

(b) Online e-tendering is open to the empanelled bidders in the respective category.

(c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.

(d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.

(e) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as "Incomplete Tender" and shall be liable for rejection.

6. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. e-Procurement Technology, All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

7. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBIIMS shall at liberty to take action as deemed necessary including de-panelling such contractors and forfeiting their EMD.

8. At the end of the E-tendering, SBIIMS Pvt. Ltd. will decide upon the winner. SBIIMS Pvt. Ltd. decision on award of Contract shall be final and binding on all the Bidders.

9. SBIIMS shall be at liberty to cancel the E-tendering process/tender at any time, before ordering, without assigning any reason.



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

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

12. OTHER TERMS & CONDITIONS:

- The Bidders 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 SBIIMS Pvt. Ltd. to any other party.
- SBIIMS Pvt. Ltd. decision on award of Contract shall be final and binding on all the Bidders.
- SBIIMS Pvt. Ltd. Reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion
- SBIIMS or its authorized service provider shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBIIMS or its authorized service provider is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBIIMS or its authorized service provider 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.

PREAMBLE TO BILL OF QUANTITIES & RATES

Bidders are advised to quote their rates after due consideration of the following pertinent points

1. Actual site conditions including working time that would be available to them as per standing rules.
2. Material access regulations of the building including permission of use of lifts and stairways etc.
3. Temporary storage provision of disposable materials arising out of the work.
4. Security measures and permissions required to be observed and obtained in consultation with the representatives of the landlords and act strictly according to the same.
5. Traffic regulations of the City Police in order to organize trouble free access of materials.
6. The work must be executed in close and effective co-ordination with other executing agencies who shall be working simultaneously.
7. Any other governing issue or issues likely to have impact on the productions rate and cost of work.
8. **TAXES AND DUTIES** The tenderer must include in their tender prices quoted for all duties, royalties, cess, excise, sales tax, work contract tax or any other taxes such as Income Tax deducted to vendor or local charges, as applicable etc. No extra claim on this account will in any case be entertained. **Bank will only pay GST in addition to quoted rates.**
9. **GOVERNMENT AND LOCAL RULES:** The Contractor shall conform to the provisions of all local Bylaws and Act relating to the work and to the Regulations etc. of the Government and Local Authorities and of any Bank with whose system the premises is proposed to be connected. The Contractor shall give all notices required by the said Act, Rules, Regulations and By 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.



The steps involved in making the payment through SB Collect are as under:-

1. The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.
2. Select **"SB Collect"** from Top Menu, that will lead to the next page:
3. **"Proceed"** will lead to the next page:
4. Select **"All India"** in "State of Corporate / Institution" & Select **"Commercial Services"** in "Type of Corporate / Institution".
5. **"Go"** will lead to the next page:
6. Select **"SBI Infra Management Solutions"** in Commercial Services Name and **"Submit"**
7. 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.
8. The next Page will be ready with few of the Preloaded Tender Details:
9. The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

NOTE : Any type of vendor, whether dealing with SBI or other bank can use this SB Collect facility.

Even a contractor not dealing with any bank can use this portal and generate challan and deposit by cash in any SBI branch. The bank charges for cash deposit will be also borne by the vendor himself.



Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp and send the hard copy / scanned copy to SBIIMS, Guwahati circle)

Date:

e-Procurement Technologies Ltd. (Procure Tiger)
A-201-208, Wall Street-II, Opp. Orient Club,
Nr. Gujarat College, Ahmedabad-380 006,
Gujarat, India.
Tel: (079) 68136805/ 40016837 / 835, Fax: (079) 40016876

Sub:Agreement to the Process related Terms and Conditions for the E-Tender

Dear Sir,

This has reference to the Terms & Conditions for **“Interior furniture works at Udaipur branch, Tripura-shifting to new premises for tender ID GUW202006019 dated 08.06.2020**

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the all the terms & conditions specified in the tender, Commercial Terms and the Business rules governing the E-Tender and confirm our agreement to them.
3. We also confirm that we have taken the training on the e-tendering tool and have understood the functionality of the same thoroughly.
4. We confirm that SBIIMS and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the e-tendering event.
5. We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
6. We, hereby confirm that we will honour the Bids placed by us during the e-tendering process.
7. **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, Special Conditions of Contract, Technical Specifications and understood and agreed to the same and on the basis of the same I/We will quote our rates.**

With regards

Signature with company seal

Date:

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and sent this document to sbiims.circleguw@gmail.com and riddhi.panchal@auctiontiger.net



ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper of Rs. 200/- or as per latest Govt. Rules)

ARTICLES OF AGREEMENT made the _____ date of _____ between SBIIMS., on behalf of SBI, having its office at Mumbai hereinafter called "the Project Management Service provider" of the One Part and

WHEREAS the SBIIMS Pvt Ltd is desirous of

and has caused drawings and specifications describing the work to be done to be prepared by **M/s.**

ARCHIVENTIONS, its Architects.

AND WHEREAS the said Drawings numbered _____ to _____ inclusive, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
- 2) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

The term "the Architects" in the said Conditions shall mean the **M/s. ARCHIVENTIONS**, or in the event of their ceasing to be the Architects for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer, PROVIDED ALWAYS that no person or persons subsequently appointed to be Architects under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the outgoing Architects for the time being.

- 3) The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.
- 4) The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
- 5) This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work in respect of the entire building complex to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities and Rates or as provided in the said Conditions.
- 6) The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of lifts, Telephone, electrical installations, fittings air-conditioning and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.
- 7) SBIIMS reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
- 8) Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within **120 days** subject to nevertheless the provisions for extension of time.
- 9) All payments by the SBI under this contract will be made only at Ahmedabad.
- 10) All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Guwahati and only the courts in Guwahati, i shall have jurisdiction to determine the same.
- 11) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.



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

SIGNATURE CLAUSE

SIGNED AND DELIVERED by the

_____ By the (Employer)

hand of Shri _____

(Name and Designation) In the presence of:

(Signature of Employer)

1) Shri /Smt. _____

(Signature of Witness)

Address _____

(Witness)

SIGNED AND DELIVERED by the

_____ By the
(Contractor)

(Signature of Contractors)

in the presence of:

Shri/ Smt. _____

(Signature of Witness)

Address _____

(Witness)



SECTION – 1

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

E-Tenders followed are invited by **M/s. ARCHIVENTIONS, Architects & Engineers, R.G.B Road, Guwahati**, for and behalf of SBI / SBIIMS for the work of Proposed **Interior** works for **Udaipur** Branch at **Udaipur, Distt. Gomati, Tripura**.

1.1 Site and its location

The proposed work is to be carried out at **Udaipur Branch (New Premises) at Udaipur Distt. Gomati, Tripura**

2.0 Tender documents

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

Instructions to tenderers

General conditions of Contract

Special conditions of Contract

Additional Specifications

Drawings

Priced bid

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 given below;

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

2.3 Complete set of tender documents including relative drawings can be downloaded from the website www.sbi.co.in

2.4 The tender documents are not transferable.

3.0 Site Visit:

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

4.0 Earnest Money:

4.1 The tenderer are requested to deposit the Earnest Money to A/C No. 10242804581 (SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account) maintained at SBI, Dispur Branch (IFSC code-SBIN0003030).

4.2 No interest will be paid on the EMD.



4.3 EMD of unsuccessful tenderer will be refunded within 30 days of award of Contract.

4.4 EMD of successful tenderer will be retained as a part of security deposit.

4.5 The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open acceptance by the SBIIMS or after it is accepted by the SBIIMS, the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

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 15 days of acceptance of tender.

6.0 Security Deposit:

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of initial security deposit, which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e. deduction from each running bill account will be 10% till total 3% of contract value is reached. 50% of the total security shall be paid to the contractors without interest on the basis of certifying the virtual completion. The balance 50% would be paid to the contractors without interest within 15 days after the end of the defect liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

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 15 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 Completion Period:

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **120 days** from the date of award of work.

9.0 Validity of tender:

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

10.0 Liquidated Damages:

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

11.0 Rate and prices:

11.0.1 In case of item rate tender:

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

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

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

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



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

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

The rate quoted shall be firm and shall include all costs of labor, material, allowances, taxes if any (other than GST) as may be applicable. No extra claims/PVA by any means due to increase rates etc. will be entertained. Bank will only pay GST in addition to quoted rates.

SBIIMS reserves their rights to accept any tenders, either in whole or in part or may entrust the work in phases or may drop the part scope of work at any stage of the project within its sole discretion without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

SIGNATURE OF THE CONTRACTOR WITH SEAL



GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:-

"Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI Infra Management Solutions Pvt. Ltd. (client) and the contractor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects / Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

1.0.1 'SBIIMS' shall mean SBI Infra Management Solutions Pvt. Ltd. (Project Management Services Provider-PMS) having its Circle Office at Third Floor, **SBI, LHO BUILDING, P.O- Assam Sachivalaya, Guwahati-781006, Assam** and includes the client's representatives, successors and assigns.

1.0.2 'Architects/ Consultants' shall mean **M/s ARCHIVENTIONS, Architects & Engineers, R.G. Baruah Road, Guwahati, Assam.**

1.0.3 'Site Engineer' shall mean an Engineer appointed by the SBIIMS at site as their representative for day-to-day supervision of work and to give instructions to the contractors.

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

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

1.0.5 'Engineer' shall mean the representative of the Architect/Consultant/SBIIMS.

1.0.6 'Drawings' shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time. Contract values shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions there to or deductions there from as may be made under the provide herein after contained.

1.0.7 'Specifications' shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Architect/Consultant.

1.0.8 "Month" means calendar month.

1.0.9 "Week" means seven consecutive days.

1.0.10 "Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

1.1.11 "SBIIMS's Engineer" shall mean The Civil/ Electrical Engineer in-charge of the Project, as nominated by the Circle Head and Vice President, SBIIMS, Guwahati

1.1.12 The following shall constitute the Joint Project Committee (herein under referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the Architects Site Engineer / PMC and other consultants / contractors engaged in the execution of the project.

- i) Vice President – Circle Head of SBIIMS
- ii) SBIIMS Engineer (Civil and Electrical) in-charge of the Project
- iii) Concerned partner of the Architects and their Resident Architect.... Member.



CLAUSE

2 a.Total SecurityDeposit

Total Security deposit comprise of Earnest Money Deposit, Initial security deposit and Retention Money

2 b. Earnest Money Deposit-

The tenderer shall furnish EMD of **Rs. 54,540/- (Rupees Fifty Four Thousand Five Hundred and Forty only)** to be deposited to A/C No. 10242804581 (SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account) maintained at SBI, Dispur Branch (IFSC code-SBIN0003030). No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the SBIIMS or after it is accepted by the SBIIMS ,the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the commence the work within the stipulated time.

2 c. Initial Security Deposit(ISD)

The amount of ISD shall be 2% of accepted value of tender including the EMD and shall be deposited within 15 days from the date of acceptance of tender.

2 d. Retention Money:

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

3.0Language:

The language in which the contract documents shall be drawn shall be in English.

4.0Errors, omissions anddiscrepancies:

In case of errors, omissions and/ or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply.

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted:
- a) In case of difference between rates written in figures and words, the rate in words shall prevail.
- b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

5.0 Scope of Work:

The contractor shall carryout complete and maintain the said work in every respect strictly accordance with this contract and with the directions of and to the satisfaction Bank to be communicated through the architect/consultant. The architect/consultant at the directions of the SBIIMS from time to time issue further drawings and / or write instructions, details directions and explanations which are here after collectively references to as Architect's /consultant's instructions in regard to the variation or modification of the design, quality or quantity of any work or the addition or omission or substitution work. Any discrepancy in the drawings or between BOQ and / or drawings and/ or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and/or re- executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

6.0 Letter of Acceptance:

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



between the SBIIMS and the contractor.

7.0 Contract Agreement:

On receipt of intimation of the acceptance of tender from the SBIIMS/Architect the successful tenderer shall be bound to implement the contract and within fifteen days there of shall sign an agreement in a non-judicial stamp paper of appropriate value.

8.0 Ownership of drawings:

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

9.0 Detailed drawings and instructions:

SBIIMS through its architects / consultants shall furnish with reasonable proper additional instructions by means of drawings or otherwise necessary for the execution of the work. All such drawings and instructions shall be consistent with contract documents, true developments thereof and reasonably inferable therefrom.

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 SBIIMS through the architect/consultant

10.0 Copies of agreement:

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

11.0 Liquidated damages:

If the contractor fails to maintain the required progress in terms of clause 6.0 of GOC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBIIMS on account of such breach to pay a liquidated damages at the rate of 0.50% of the contract value which subject to a maximum of 5% of the contract value.

12.0 Materials, Appliances and Employees:

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

13.0 Permits, Laws and Regulations:

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBIIMS 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 therefrom and shall indemnify the SBIIMS any legal actions arising therefrom.

14.0 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 of the works, irrespective of the fact that the layout had been approved by the architect / consultant, the contractor shall be responsible for the same and shall his own expenses rectify such error, if so, required to satisfaction of the SBIIMS.

15.0 Protection of works and property:

The contractor shall continuously maintain adequate protection. of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all



precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The contractor shall take insurance covers as per clause at his own cost. The policy may be taken in joint names of the contractor and the SBIIMS and the original policy may be lodged with the SBIIMS.

16.0 Inspection of work:

The SBIIMS / Architect / Consultant or their representatives shall at all reasonable times have free access to the work site and / or to the workshop, factories, or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBIIMS/Architect/consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBIIMS/ 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.

17.0 Assignment and subletting:

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

18.0 Quality of materials, workmanship & Test:

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with 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, labor, and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the 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 that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the 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 / equipment etc. shall be to the account of the contractor.

iii) Cost of tests:

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

iv) Costs of tests not provided for:

If any test is ordered by the 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.

19.0 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 fulfillment of contract.



20.0 Contractor's superintendence:

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

21.0 Quantities:

The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provision sums, if any, shall be excluded.

22.0 Works to be measured:

The Architect/Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a quantity 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 detail in the specifications. The representative of the Architect / Consultant shall take measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall signal the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No overwritings shall be made in the Mbook should the contractor not attend or neglect or omit to depute his representative to take measurements 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 such measurement.

23.0 Variations:

No alteration, omission or variation ordered in writing by the Architect/consultant vitiates the contract. In case the SBI/MS/ Architect / Consultant thinks proper at any during the progress of works to make any alteration in, or additions to or omission from the works or any. Alteration in the kind or quality of the materials to be used therein, the Architect / Consultant shall give notice thereof in writing to the contractor shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/ Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect / Consultant and the same shall be added to or deducted from the contract value, as the case maybe.

24.0 Valuation of Variations:

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

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

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

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

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

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.

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

25.0 Final measurement:

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

26.0 Virtual Completion Certificate(VCC):

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

Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour equipment and machinery.

Demolish, dismantle and remove the contractor's site office, temporary works, structure including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBIIMS not incorporated in the permanent works.

Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the SBIIMS and shall clear, level and dress, compact the site as required by the SBIIMS.

Shall put the SBIIMS in undisputed custody and possession of the site and all land allot by the SBIIMS

Shall hand over the work in a peaceful manner to the SBIIMS

All defects / imperfections have been attended and rectified as pointed out by the Architects to the full satisfaction of SBIIMS.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor is 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 fourteen (14) days of the receipt of the application for completion certificate, issue a VCC in respect of the work for which the VCC has applied.

This issuance of a VCC shall not be without prejudice to the SBIIMS's rights and contractor liabilities under the contract including the contractor's liability for defects liability nor shall the issuance of VCC in respect of the works or work at any site be construction as a waiver of any right or claim of the SBIIMS against the contractor in respect of or work at the site and in respect of which the VCC has been issued.

27.0 Work by other agencies:

The SBIIMS / Architect / consultant reserves the rights to use premises and any portion the site for execution of any work not included in the scope of this contract 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 manner as not to impede the progress of the works included in the contract.

28.0 Insurance of works:

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

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.

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.

Such insurance shall be effected with an insurer and in terms approved by the SBIIMS which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect / consultant the policy if insurance and the receipts for payment of the current premiums.

29.0 Damage to persons and property:

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

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

30.0 Contractor to indemnify SBIIMS:

The contractor shall indemnify the SBIIMS against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 29.0 of this clause.

31.0 Contractor's superintendence:

The contractor shall fully indemnify and keep indemnified the SBIIMS 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 to any article or part thereof included in the contract. In the event of any claim made under or action brought against SBIIMS in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the SBIIMS 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.

32.0 Third Party Insurance:

Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 28.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBIIMS, or to any person, including any employee of the SBIIMS, 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 28.0 thereof.

33.0 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 Architect / consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

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

34.0 Accident or Injury to workman:

The SBIIMS Shall not be liable for or in respect to 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 SBIIMS or their agents, or employees. The contractor shall indemnify and keep indemnified SBIIMS 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.



35.0 Insurance against accidents etc. to workmen:

The contractor shall insure against such liability with an insurer approved by the SBIIMS 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 SBIIMS 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.

36.0 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 SBIIMS may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBIIMS as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

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

37.0 Commencement of Works:

The date of commencement of the work will be reckoned from the date of award of letter by the SBIIMS

38.0 Time for completion:

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **120 days** from the date of commencement. If required in the contract or as directed by the Architect / consultant. The contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

39.0 Extension of time:

If, in the opinion of the Architect/consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/consultant may submit a recommendation to the SBIIMS 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 SBIIMS 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 reason in detail and his justification if any, for the delays. The architect/consultant shall submit their recommendations to the SBIIMS in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 11.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

40.0 Rate of progress:

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect/consultant should the rate of progress of the work or any part thereof be at any time be in the opinion the Architect / consultant too Slow to ensure the completion of the whole of the work 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 he will be entitled to raise any claims arising out of such directions.



41.0 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, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect / consultant. However the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Architect / consultant at no extra cost to the SBIIMS.

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

42.0 No compensation or restrictions of work:

If at any time after acceptance of the tender SBIIMS shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect / consultant shall give notice in writing that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise what so ever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the 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 SBIIMS stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect / consultant shall be final.

43.0 Suspension of work:

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 the offer such time and in such manner as Architect/consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons:

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

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

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

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

44.0 Action when the whole security deposit is forfeited:

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect / consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBIIMS:

To rescind the contract (of which rescission notice in writing to the contractor by - 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 SBIIMS.

To employ labour paid by the SBIIMS and to supply materials to carry out the work, or part of the work, debiting the contractor with the cost of the labour and materials cost of such labour and materials as worked out by the Architect/consultant shall final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out



by the contractor under the terms of this contract certificate of architect /consultant as to the value of work done shall be final conclusive against the contractor.

To measure up the work of the contractor, and to take such part thereof as shall unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (The amount of which excess the certificates in writing of the Architects / consultant shall final and conclusive) shall be borne by original contractor and may be deducted any money due to him by SBIIMS 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 SBIIMS 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.

45.0 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 liquid at or in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect / Consultant that he is able to carry out and fulfill the contract, and to dye 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 this contract without the consent in writing of the SBIIMS 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:

has abandoned the contract; or

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 SBIIMS through the Architect / consultant written notice to proceed, or

has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBIIMS 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 SBIIMS or Architect's / consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBIIMS 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 SBIIMS 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 determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBIIMS through the Architect / consultant their agents or employees may enter upon and take possession of the work and all plants, took scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBIIMS Or 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 14 days after receive thereof by him the SBIIMS sell the same by publication, and after due publication, and shall, adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBIIMS incidental to the sale of the materials etc.



46.0 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 payment from SBIIMS. From time to time SBIIMS shall recover the statutory recovering other dues including the retention amount from the certificate of payment. Provided always that the issue of any certificate by the Architect / consultant during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

The Architect / consultant shall have power to withhold the certificate if the work or in part thereof is not carried out to their satisfaction. The Architect/consultant may by any certificate make any corrections required previous certificate.

The SBIIMS shall modify the certificate of payment as issued by the architect/ consultant from time to time while making the payment

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement books.

The Contractor shall not submit interim bills when the approximate value of work done by him is less than **Rs. 5.0 Lakh.**

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect / consultant shall issue the certificate of payment within a period of two months. The SBIIMS Shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

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

47.0

A. Settlement of Disputes and Arbitration:

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

If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contractor raise any dispute, the contractors shall forthwith give notice in writing of his claim, or dispute to The Senior Vice President, SBIIMS, Head Office, Mumbai and endorse 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 SBIIMS 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 Senior Vice President, SBIIMS, Head Office, Mumbai 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 Senior Vice President, Head Office, Mumbai in writing in the manner and within the time aforesaid.

B. Settlement of Disputes and Arbitration:

The Senior Vice President, Head Office, Mumbai shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the Sr. V.P., Head Office / Submit his claims to the conciliating authority namely the M.D. & C.E.O., SBIIMSPL, Head Office, Mumbai for conciliation along with all details and copies of correspondence exchanged between him and the SBIIMS

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 M.D. & C.E.O. of the SBIIMS for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the SBIIMS shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the M.D. & C.E.O. and who will be of Deputy General Manager rank. It will also be no objection to any such appointment that the Arbitrators so appointed is a SBIIMS, Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as SBIIMS, 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 M.D. & C.E.O. of the SBIIMS. Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

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

It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any or any accordance modification or reenactment 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 SBIIMS Officer.

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any of the arbitrators shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Cost of the reference and of the award (including the fees, if any of the arbitrator) shall be int the discretion of the arbitrator who may direct to any by whom and din what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

48.0 Water supply:

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

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect /consultant's.
- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect / consultant is unsatisfactory.
- iii) In case contractor is permitted to use SBIIMS's source of water i.e. Municipal connection, Bore well (existing or new) etc., the SBIIMS will recover as per clause **54.0** of this document from the final bill of contractor.

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

49.0 Power supply:

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

In case contractor is permitted to use Bank's source of power supply provided at one point, the SBIIMS will recover as per clause **54.0** of this document from the final bill of contractor.

50.0 Treasure trove etc.

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



51.0 Method of measurement:

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

52.0 Maintenance of registers:

The contractor shall maintain the following registers as per the enclosed perform at site of work and should produce the same for inspection of SBIIMS /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.

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

53.0 Force Majeure:

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

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

From the date of occurrence of a case of force majeure obligations of the party affected.

54.0 Water power and other facilities:

The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose. The SBIIMS will not be liable to pay any charges in connection with the above.

The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.

The contractors for other trades directly appointed by the SBIIMS 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 SBIIMS will reimburse the amount on production of receipts.

The SBIIMS as well as the Architect / consultant shall give all possible assistance to the Contractor's to obtain the requisite Permission from the various authorities, but the responsibility or obtaining the same in times shall be of the contractor.

In case contractor is permitted to use Bank's source of water and power supply provided at one point, the SBIIMS will recover @ 0.5% of contract amount for water and electricity separately from the bill of contractor.

55.0 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.

**56.0 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.

57.0 Firefighting arrangements:

The contractor shall provide suitable arrangement for firefighting at his own cost. This purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water these equipments shall be provided at suitable prominent and easily accessible place and shall be properly maintained.

Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and, to the approval of the relevant authorities. The contractor make the following arrangements at his own cost but not limited the following:

- a) Proper handling, storage and disposal of combustible materials and waste.
- b) Work operations which can create fire hazards.
- c) Access for fire-fighting equipment.
- d) Type, number and location of containers for the removal of surplus materials and rubbish.
- e) Type, size, number and location of fire extinguishers or other fire fighting equipment.
- f) General housekeeping.

58.0 Site orderbook:

A site order book shall be maintained at site for the purpose of quick communication between the Architect / Consultant. Any communication relating to the work may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall 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 or 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 acknowledgment and the second copy will be retained for their record.

59.0 Temporary fencing/barricading:

The contractor shall provide and maintain a suitable temporary fencing/barricading and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the 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.

60.0 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.

61.0 Disposal of refuse:

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

62.0 Contractor to verify site measurement:

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

63.0 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.

64.0 As built drawings:

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

For the drawings prepared by the contractor:

The contractor will modify the drawing prepared by him wherever the changes made by the SBIIMS / architect / consultant. And submit two copies of such modified drawings to the architect/ consultant for approval. The architect / consultant will return one copy of the approved drawing to the contractor.

65.0 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 treatment, aluminum doors and windows and any other item as specified in the tender. The architect/consultant may approve any make / agency within the approved list as given in the tender after inspection of the sample/mockup.

66.0 Procurement of materials:

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

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

68.0 Acceptance of tender:

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

69.0 Photographs:

The Contractor shall at his own expense supply to the Architects with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one month during the progress of the work or at every important stage of construction.

In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with each Running Bill for the project clearing showing major progress of work measured and claimed therein failing which the Architect/ SBIIMS may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

70.0 Safety Codes:

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.



2. An injured person shall be taken to a public hospital without loss of time, in cases when the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent running's shall not be more than 30 cm. When a ladder is used an extra labour shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or material as to render it un safe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar, concrete and lime shall be provided with protective footwear and rubber hand gloves.
- 9 Those engaged in welding works shall be provided with welders' protective eye shield and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste readymade paint.
(ii) Suitable face masks should be supplied for use by the workers when the paint applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during cessation of work.
- 12 Hoisting machines and tackle used in the works including their attachments anchor and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be durable quality and adequate strength and free from defects.



APPENDIX HEREINBEFORE REFERRED TO

1) Name of the organization Offering Contract: The Circle Head & Vice President. SBIIMS, Circle Office, SBI, LHO, Guwahati, Assam,

2) Consultants : **A R . Debojyoti Debroy**

M/s Archiventions, R.G. Baruah Road, Guwahati, Assam

3) Site Address :

4) Scope of Work : **Proposed Interior works for Udaipur Branch at Tripura**

5) Name of the Contractor: _____

6) Address of the Contractor: _____

7) Period of Completion: **120** days from the date of Issue of work order.

8) Earnest Money Deposit: **Rs. 54,540/- (Rupees Fifty Four Thousand Five Hundred and Forty only)**

9) Retention Money: As per clause no. 2 d of general Conditions

10) Defects Liability Period: Twelve Months from the date of Virtual Completion.

11) Insurance to be undertaken by the: 125% of Contract Value
Contractor at his cost (Contractor's all risk policy)

12) Liquidated damages: 0.5% of the Contract amount shown in the tender per week subject to max. 5% of the contract value or actual final bill value.

13) Value of Interim Bill (Min.): Rs. 5.00 Lakhs.

14) Date of Commencement: From the date of work order issued to the Contractor/ or the day on which the Contractor is instructed to take possession of the site whichever is earlier.

15) Period of Final Measurement: 2 Months from the date of Virtual Completion.

16) Initial Security Deposit : 2% of the Accepted Value of the Tender.

17) Total Security Deposit : 5% of the final bill amount including ISD.

18) Refund of initial Security Deposit
comprising of EMD and ISD.: 50% of the Security Deposit
shall be refunded to the Contractor on completion of the work and balance refunded only after the Defect Liability Period is over.

19) Period for Honoring Certificate: One Month for R.A. Bills

20) The final bill will be submitted by the Contractor within one month of the date fixed for completion work and the Bill shall be Certified within 3 months from the date of receipt of final bill provided the bills are submitted with all pre-requisite documents/test reports etc. prescribed in the tender.

Signature of Tenderer.

Date:



LETTER OF DECLARATION

The Circle Head & AVP., Circle Office,
SBI Infra Management Solutions Pvt. Ltd., **Third Floor, SBI LHO BUILDING,**
P.O- ASSAM SACHIVALAYA,
DISPUR- 781006

Dear Sir,

PROPOSED INTERIOR WORKS FOR UDAIPUR BRANCH AT UDAIPUR DISTT. GOMATI, TRIPURA

Having examined the terms & conditions, drawings, specifications, design relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the quotation, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum on the item rate basis mentioned in the attached schedule and in accordance in all respect with the specifications, design, drawings and instructions in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of work	Proposed Interior works for Udaipur Branch at Udaipur, Distt. Gomati, Tripura
(b)	Earnest Money	Rs 54,540/- (Fifty Four thousand Five hundred and Forty only) by means of Demand Draft / Pay Order (Valid for a period of 180 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of State Bank of India and payable at
(c)	Time allowed for completion of work from the date of issue of work order.	120 days from the date of commencement as per tender.

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

I/we have deposited Demand Draft / Banker's Cheque / FDR for a sum of **Rs. 54,540/- (Rupees Fifty Four Thousand Five Hundred and Forty only)** as Earnest money deposit with SBI. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to SBI.

We understand that as per terms of this tender, the SBIIMS may consider accepting our tender in part or whole. We, therefore undertake that we shall not raise any claim/compensation in the eventuality of Bank deciding to drop any of the building/buildings from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in Clause 11.0.1 "Instructions to Tenderers" of this tender.

We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period.

Yours faithfully,

Signature of contractor With Seal



PROFORMA FOR RUNNING A/C BILL
TABLE - XIII

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

S. No	Item Description	Unit	Rate (Rs.)	As per Tender		Up to Previous R.A. Bill		Up to Date (Gross)		Present Bill		Remarks
				Qty	Amount (Rs.)	Qty	Amount (Rs.)	Qty	Amount (Rs.)	Qty	Amount (Rs.)	
1	2	3	4	5	6	7	8	9	10	11	12	13

Note:

1.	If part rate is allowed for any items, it should be indicated with reasons for allowing such a rate.	<div></div> <div></div> <p>Net Value since previous bill</p>
2.	If ad-hoc payment is made, it should be mentioned specifically.	



CERTIFICATE

The measurements on the basis of which the above entries for the Running Bill No.----

----- were made have been taken jointly on ----- and are recorded at pages -----
 ----- to ----- of measurement book No.-----.

-----	-----	-----
Signature and date of Contractor	Signature and date of Architects Representative (Seal)	Signature and date of Site Engineer

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

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Architect	Signature and date of Site Engineer



TABLE - XV

MEMORANDUM FOR PAYMENT

R/A BILL NO.

1.	Total value of work done since previous bill (A)	Rs.....
2.	Total amount of secured advance due since Previous Bill (B)	Rs.....
3.	Total amount due since Previous Bill (C) (A+B)	Rs.....
4.	PVA on account of declaration in price of Steel, Cement and other materials and labour as detailed in separate statements enclosed.	Rs.....
5.	Total amount due to the Contractor	Rs.....
	<u>OBJECTIONS:</u>	
i)	Secured Advance paid in the previous R/A	Rs.....
ii)	Retention money on value of works as per accepted tenders upto date amount Rs.	Rs.....
	Less already recovered	Rs.....
	Balance to be recovered	Rs.....
iii)	Mobilization Advance, if any	Rs.....
(a)	Outstanding amount (principal + interest) as on date	Rs.....
(b)	To be recovered in this bill	Rs.....
iii.	Any other Departmental materials cost to be recovered as per contract, if any	Rs.....
iv.	Any other Departmental service charges to be recovered if any, as per contract (water, power etc.) enclose statement.	Rs.....

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

Date:-----

Signature of Architect
with Seal

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



Date : -----

Signature of Banks/ SBIIMS Engineer

	<u>STATUTORY DEDUCTION:</u>	
i)	Total Amount due (E)	Rs. -----
ii)	Less I.T. Payable	Rs. -----
iii)	Less S.T. Payable	Rs. -----
	Net Payable	Rs. -----

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

Date:-----

Signature of the Circle Head & AVP

Space for Technical Specifications , BOQ and drawings.