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

INVITES PAPER-TENDER ON BEHALF OF SBI
FOR
SUPPLY AND INSTALLATION OF LOCKER ROOM DOOR
WITH ALLIED WORKS AT SBI ALTERNATE PREMISES
OF HPCL SONAKUCHI BRANCH

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<tr>
<th>Sl. No.</th>
<th>Description</th>
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<tr>
<td>(a)</td>
<td>Tender ID</td>
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<td>(b)</td>
<td>Tender Name</td>
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<td>(c)</td>
<td>Opening Date of Tender</td>
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<td>Ending Date of Tender</td>
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<td>(d)</td>
<td>Tender Fee Amount</td>
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The Circle Head & Assistant Vice president(Civil),
SBI Infra Management Solutions Pvt. Ltd.
Guwahati Circle Office
3rd Floor, SBI Guwahati LHO Building,
Dispur-781006
Ph: 0361-2237509
On behalf of State Bank of India (SBI), SBI Infra Management Solution Pvt. Ltd. (a wholly owned subsidiary of State Bank of India), Circle office Guwahati invites paper tender who are in the list of approved empanelled contractors/vendors as per corporate letter no: PRM/BVP/274 dated 17JUN 2017. The details given below:

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<tr>
<td><strong>1. Name &amp; location of Work</strong>: Installation of Locker Room Door with allied work at <strong>ALTERNATE PREMISES OF HFCL SONAKUCHI BRANCH</strong></td>
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<td><strong>2. Eligibility criteria</strong>: The Contractors/Vendors who are in the list of approved empanelled contractors/vendor as per corporate letter no: PRM/BVP/274 dated 17JUN 2017 are eligible for participation in the paper tender.</td>
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<td><strong>3. Availability of tender documents</strong>: Tender documents to be downloaded from the Bank’s website <a href="http://www.sbi.co.in">www.sbi.co.in</a> under section procurement news from <strong>15.06.2020</strong> to <strong>22.05.2020</strong> upto <strong>02:00 PM</strong></td>
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<td><strong>4. Tender document Cost</strong>: Rs 1,000.00 (Rupees One 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.</td>
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<td><strong>5. Price Bid</strong>: The following Documents should be submitted along with this tender 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 on or before 22/05/2019 upto 2:00 PM</td>
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<td>i) Technical Bid : The voucher copy of the Tender Processing Fee amounting to `1,000.00 (Rupees Three thousand Only) [Non-Refundable] to be submitted in the separate sealed envelope.</td>
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<td>ii) Price Bid : The BOQ (price Bid) for the captioned work to be submitted in the separate sealed envelope. Both the Sealed envelope to be enclosed in the separate sealed envelope. The Bidder, who failed to submit any of the above mentioned documents, will be disqualified.</td>
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<td><strong>6. Opening of Price Bid</strong>: 22/05/2020 on 3:30 PM</td>
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<td><strong>7. Validity of Tenders</strong>: For a period of 90 days from the date of tender</td>
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<td><strong>8. Initial security deposit</strong>: 2% of the awarded value of work including EMD</td>
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<td><strong>9. Retention money</strong>: 5% (Including EMD+ISD)</td>
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<td><strong>10. Commencement of the work</strong>: The date of commencement of the work will be reckoned as the date of handing over site or two days from the date of issue of Work Order of the tender whichever is later.</td>
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<td><strong>11. Time allowed for completion</strong>: 15 days from the date of issue of work order.</td>
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<td><strong>12. Deduction of Income Tax and GST</strong>: A] Income Tax will be deducted at source as per Govt. Guidelines.</td>
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<td>B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following:</td>
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<td>i. Contractor should have GST Registration Number</td>
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<td>ii. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision</td>
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<td>Section</td>
<td>Details</td>
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| 13. Terms & mode of payment | i) No advance is payable.  
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.  
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.  

14. 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.  

15. Defects Liability Period | 12 Months (Twelve months) from the date of completion of the work.  

16. Address for Submission of paper tender | SBI Infra Management Solutions Pvt. Ltd.  
Guwahati Circle Office, 3rd Floor,  
SBI, LHO Building, Guwahati,  
Dispur-781006,  
Ph: 0361-2237509  

17. Any additional Information | The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes (but excluding GST), wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work.  

Notes:  
a] The Tender documents as per mentioned in NIT to be submitted at the mentioned addressed on or before 22.05.2019 upto 2:00PM. Orders will be placed on the basis of closing price by bidders in the “Price Bid”.  
b] The Tenderer 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 bids not substantially responsive to the Tender Documents in every respect will be at the Tenderer risk and shall result in rejection of the Tender.  
c] The SBIIMS reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.  
d] Since bidder has to quote item-wise rate/amount in tendering process (i.e. Price Bid) for the entire work, therefore they are strongly advised to visit site before submitting their bid and work out the quantity requirement for all required material to make the work complete in all respects.  

(For and behalf of State Bank of India)  

Circle Head & Assistant Vice President(Civil)  
SBIIMS, Circle office, Guwahati.
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/](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.
TERMS & CONDITIONS OF THE CONTRACT

GENERAL INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work
Tenders are invited by State Bank of India for Installation of Locker Room Door with allied works at SBI ALTERNATE PREMISES OF HPCL SONAKUCHI BRANCH.

1.1 Site and Its Location: The proposed work is to be carried out at State Bank of India, proposed of SBI ALTERNATE PREMISES OF HPCL SONAKUCHI BRANCH.

2.0 Site Visit
The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested to 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 shall be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

3.0 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.

4.0 Security Deposit
4.1 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.

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

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

6.0 Completion Period
Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of 15 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.

7.0 Validity of Tender
Tenders shall remain valid and open for acceptance for a period of three months from the date of tendering process. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

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

9.0 Rates and Prices
9.1 The tenderers shall quote their rates for individual items through online submission in the Price Bid as per the attached BOQ of this tender. The rate quoted shall be firm and shall include all costs of labour, 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.

9.2 Rates as bid in the “Price Bid” will be the basis of final order placement.
Form of Tender

To
The Circle Head & Assistant Vice president (Civil),
SBI Infra Management Solutions Pvt. Ltd.
Guwahati Circle Office
3rd Floor, SBI Guwahati LHO Building,
P.O. Assam Sachivalaya,
Dispur-781006.

Dear Sir,

Installation of Locker Room Door with allied works at SBI ALTERNATE PREMISES OF HPCL SONAKUCHI BRANCH

1. I/We refer to the tender notice issued by the bank for above work at SBI ALTERNATE PREMISES Of HPCL SONAKUCHI BRANCH. In connection with the above.

2. I/We hereby agree to perform, provide, execute, complete and maintain the work in conformity with the drawings, conditions of contract, specifications, and bill of quantities at the respective rates quoted in the bill of quantities.

3. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions. Subject to above, I/We hereby agree, should this tender be accepted in whole or in part, to:

a) Abide by and fulfill all the terms and provisions of the said conditions annexed hereto.

b) Complete the works within----------days as stipulated in two or three shifts if considered necessary by the Bank/Consultant at no extra cost to the Bank.

4. I/We have deposited the earnest money of Rs.------------------(Rupees ------------------------------)(the form of Bank Draft/Pay Order/Banker’s Cheque. I/We note, the Earnest Money Deposit will not bear any interest and is liable for forfeiture:

i) If our offer is withdrawn within the validity period of acceptance.
Or
ii) If the Contract is not executed within 10 days from the date of receipt of the letter of acceptance.
Or
iii) If the work is not commenced within 10 days after issue of work order or handing over of site whichever is later.

5. I/We understand that you are not bound to accept the lowest or any tender you receive.

6. Name of Partners/Directors of our Firm:

i) 
ii) 
iii) 

Yours faithfully

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Name of Partner/Director of the firm authorized to
Sign or Name of person having power of attorney to
sign the contract (Certified true copy of Power of
Attorney should be attached)

Signature and address of witness

a) Signature:
Name:
Address:
b) Signature:
Name:
Address:
ARTICLES OF AGREEMENT made this ______________________ day of ____________, Two thousand ................ between the State Bank of India, a Corporation constituted under the State Bank of India Act, 1955 and having its central office at MADAM CAMA ROAD, MUMBAI-400021 & its LHO at Dispur, Guwahati-781006 and many other places (hereinafter referred to as the "BANK") which expression shall include its successor or successors and assigns) of the ONE PART through the authorized officer Shri __________________________ [designation], AND

M/s. __________________________ having its registered office at ______________ having its registered office at ______________ ______ (hereinafter referred to as the "CONTRACTOR") of the OTHER PART.

WHEREAS the Bank is desirous of "Civil work at of SBI ALTERNATE PREMISES OF HPCL SONAKUCHI BRANCH, " of State Bank of India, stated herein before in clause 1 in instruction to tenderer (hereinafter called the 'Works').

AND WHEREAS the Bank has caused the plans, drawings and specifications, priced schedule of quantities for the construction of said work as per conditions of the contract, special conditions and instructions to tenderer subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the tender of the Contractor for said work has been approved by BANK.

WHEREAS the contractor has deposited with the Bank Rupees __________________________ as Security deposit for the due performance of the agreement.

AND WHEREAS the Bank has issued work order therefore to the contractor.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawings etc and such further detailed drawings as may be furnished to the contractor by the said Bank as described in the said specifications and the said priced schedule of quantities.

2. The Bank will pay to the Contractor the sum of Rs.__________ (Rupees __________) (hereinafter called the contract sum) or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions. However, the actual sum will be paid on the actual value of work done, irrespective of the contract sum.

3. The plans, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.

4. The said contract comprises the civil works as above mentioned, and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Bank even though said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.

5. Notwithstanding what are stated in the special condition, conditions of contract and herein before stated the Bank reserves to himself the right to alter the drawings and nature of the work and of adding to or omitting any items of works from or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

6. The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

7. Any dispute arising under this agreement shall be referred to the arbitration of a sole arbitrator appointed with consent of the Bank and the contractor as indicated in the Article of the general conditions. The award of the arbitrator shall be final and binding on both parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first herein above written.

WITNESS

EXECUTANTS

1. 1. BANK

2. 2. CONTRACTOR

* Common Seal

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

The contractor shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Employer. The following are the scope of work:-

1.1 Supplying and fixing of Locker room Door Class ‘B’ TRL-30 FR-30 having Burglar Resistance capacity-30 mins, Fire resistance- 30 min Specifications, dimensions etc. of the Product shall be conforming to IS:1188 (Part 1.2 & 3) or its latest revision as applicable. Product to have IS/ BIS marked label.

1.2 Supplying and Fixing of Air vent (Ventilation) of standard size

1.3 Supplying and Fixing of Exhaust Fan

2.0 Letter of Acceptance

Within the validity period of the tender the Employer will issue a letter of acceptance by registered post or otherwise depositing at the address 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 binding contract between the Employer and the contractor.

3.0 Contract Agreement:

On receipt of intimation of the acceptance of tender from the Employer the successful tenderer shall be bound to implement the contract and within seven days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

4.0 Copies of Agreement

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

5.0 Liquidated Damages

If the contractor fails to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.5% of the contract value per week subject to a maximum of 5% of the contract value.

6.0 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 any one not skilled in the work assigned to him. Workman whose work or behaviour is found to be unsatisfactory by the SBIIMS/ Architect/ consultant he shall be removed from the site immediately.

7.0 Permits, Laws and Regulations

Permits and license 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 there from and shall indemnify the SBI any legal actions arising there from.

8.0 Setting out Work

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

9.0 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 work 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 25.0 at his own cost. The policy may be taken in joint names of the contractor and the SBI and the original policy may be lodged with the SBI.

10.0 Inspection of work:

The SBIIMS/ Architect /Consultant or their representative shall at all times have 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 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.

11.0 Contractor’s superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Employer may consider necessary until the expiry of the defects liability period, stated hereto.
12.0 Works to be measured
The Employer may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Employer in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. The representative of the Employer shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All authorized extra work, omissions and all variations made shall be included in such measurements.

13.0 Variations
No alteration, omission or variation ordered in writing by the Employer shall vitiate the contract. In case the Employer thinks proper at any time during the progress of works to make any alteration in, or addictions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Employer shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or addictions 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 Employer and the value of such extras, alterations, addictions or omissions shall in all cases be determined by the Employer and the same shall be added to or deducted from the contract value, as the case may be.

14.0 Insurance of Works
Contractor will have to obtain the following insurance covers for the full tenure of the work to cover risks detailed in the following clauses:

i) Contractor’s All Risk Policy including third party compensation as detailed below.

ii) Workmen Compensation Policy.

15.0 Third Party Insurance

15.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 26.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 26.0 thereof.

15.2 Minimum Amount of Third Party Insurance

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

15.3 The minimum insurance cover for physical property, injury, and death is Rs.5.0 lacs 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.

16.0 Accident or Injury to Workmen

16.1 The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any subcontractor, save and except an accident or injury resulting from any act or default of the Employer or their agents, or employees. The contractor shall indemnify and keep indemnified Employer 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 there to.

16.2 Insurance against accidents etc to workmen: The contractor shall insure against such liability with an insurer approved by the Employer during the whole of the time any person employed by him on the works and shall, when required, produce to the Employer 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 Employer is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Employer when required such policy of insurance and the receipt for the payment of the current premium.

16.3 Remedy on Contractor’s failure to insure: If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the Employer 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 Employer as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

16.4. Without prejudice to the other rights of the Employer 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 Employer 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.

17.0 Commencement of Works
The date of commencement of the work will be reckoned as the recorded date of handing over site or 10 days from the date of issue of letter of acceptance of the tender by the Employer whichever is later.
18.0 Time for completion
Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 15 days from the date of commencement. If required in the contract or as directed by the Employer, 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.

19.0 Extension of Time
If, in the opinion of the Employer, the work be delayed for reasons beyond the control of the contractor, Bank 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 Employer in writing immediately and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. 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 Employer the provision of liquidated damages as stated under clause 8 of GCC shall become applicable.

20.0 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 plant are too included in his tender prices. He shall pay all fees and charges required for 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.

21.0 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 contractor.

22.0 Maintenance of registers
The contractor shall maintain the following registers as per the enclosed proforma at site of work and should produce the same for inspection of 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 hindrance to work.

23.0 Price Variation
No price variation shall be applicable in this contract.

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

i) Minimum Wages Act, 1948 (Amended)
ii) Payment of Wages Act 1936 (Amended)
iii) Workmen’s Compensation Act 1923 (Amended)
v) Apprentices Act 1961 (Amended)
vii) Industrial Employment (Standing Order) Act 1946 (Amended)
vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
viii) Employees’ Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
ix) Shop and Establishment Act
x) Any other Act or enactment relating thereto and rules framed there under from time to time.
x) Indian Electricity Act
xii) Tariff Advisory Committee Manual

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

III. CERTIFICATE
The measurements on the basis of which the above entries for the BII No.…………………..made have been taken jointly on …………………………….. and are recorded at pages ……………………………..to ……………………………..………. Of measurement book no./Sheets …………………………………………………...

Signature and date of Contractor

Signature and date of Engineer of SBIIMS

The work recorded in the above mentioned measurements has been done at the site satisfactory as per tender drawings, conditions and specifications.
IV – MEMORANDUM FOR PAYMENT

R. BILL NO ……………………..

1. Total amount due since previous bill (D) (A+B) Rs……………………………..

2. PVA on account of escalation in price of steel cement and other materials and labour as detailed in separate statement enclose Rs……………………………..

3. Deductions:

   a. Secured Advance paid in the previous R.A. Rs. ……………………..

   b. Retention money on value of works as per accepted tenders: up to date amount

      Less: Already recovered (-) Rs……………………………..

      Balance to be recovered Rs……………………………..

   c. Mobilization advance, if any

      i. Outstanding amount (Principal + Interest) as on date Rs……………………………..

      ii. To be recovered in this bill Rs……………………………..

      iii. Any other departmental material 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……………………………..

4. Total deduction as per contractor Rs……………………………..

5. Net amount payable as per Contract (E-F) Rs……………………………..

   (Rupees…………………………………………………………….) in words.

This bill amounting to ………………………………………………………..[both figures and words] has been scrutinized by me after due test check of the measurement of works as required and as recommended for payment.

Dated Signature of Bank’s Engineer

In charge of the project

STATUTORY DEDUCTIONS:

1. Total amount due (E) Rs……………………………..

2. Less: Income Tax Payable Rs……………………………..

3. Net Payable Rs……………………………..

The figure in the Memorandum for Payment has been verified and the bill passed for payment Rs……………………………………………………..[Words and figures]

Date: Signature of Premises officer
# DETAILS OF INSURANCE POLICIES

<table>
<thead>
<tr>
<th>Type of Policies</th>
<th>Name of Insurance</th>
<th>Amount (Rs.)</th>
<th>Policy No.</th>
<th>Validity</th>
</tr>
</thead>
</table>

## Workmen’s Compensation

Remarks:

1. This only an ‘on –account’ payment and is not be interpreted either as approval of work, materials brought or affixed at site or for that matter approval of any sort.

2. The quantum of work done and materials delivered at site have been certified by ..............

3. Should you wish to audit such work, kindly contract the undersigned and oblige.

____________________________
Architects

## PROFORMA OF HINDRANCE REGISTER

<table>
<thead>
<tr>
<th>Sr. no.</th>
<th>Nature of hindrance</th>
<th>Date of occurrence of hindrance</th>
<th>Date of which hindrance was removed</th>
<th>Period of hindrance</th>
<th>Signature SE/PE</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

SE = Site Engineer  
PE = Project Engineer
PROFORMA FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME

1. Name of Contractor:

2. Name of the work as given in the Agreement

3. Agreement WO

4. Tender amount

5. Date of commencement of work

6. Period allowed for completion as per agreement

7. Date of completion as per agreement

8. Period for which extension of time has been given

<table>
<thead>
<tr>
<th>Date</th>
<th>Month</th>
<th>Year</th>
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</table>

a) 1st extension vide Bank’s letter no.

b) 2nd extension vide Bank’s letter no.

c) 3rd extension vide Bank’s letter no.

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)

10. Period for which extension is applied for and the reasons thereof including hindrances, time for extra work assigned if any etc.

Signature of Contractor

BILL OF QUANTITIES (BOQ)
(SEE ANNEXURE-III IN SEPARATE ATTACHMENT FILE)