



PART – A: TECHNICAL BID

TENDER FOR PROPOSED EXTERNAL PAINTING OF SBILD  
JAMMU AT BANTALAB (J&K)  
(OFFLINE TENDER)

TENDER SUBMITTED BY:

NAME : : \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

NAME & PHONE NO.  
OF CONTACT PERSON: \_\_\_\_\_

The Asst. General Manager,  
Premises & Estate Department,  
State Bank of India,  
Local Head Office,  
Ground Floor, Sector -17,  
Chandigarh  
Tel: 0172-4567128  
Email: agmpre.lhocha@sbi.co.in

## NOTICE INVITING TENDERS

Sealed tenders (Two envelope system) are hereby invited on behalf of The Asst. General Manager, Premises & Estate Department, State Bank of India, Local Head Office, Chandigarh for external painting of SBILD Jammu at Bantalab (J&K)

The only Contractors Empanelled in appropriate category of Civil work with LHO Chandigarh are eligible to participate in this tender. Concepts of the tender are as under:

Part-1: Technical bid duly signed with Company seal in separate envelope super-scribed with the respective contents along with EMD shall be enclosed in separate envelope and to be included in the technical bid envelope.

Part-2: Commercial/price bids for captioned work shall be enclosed in separate envelopes super-scribed with the respective contents to be submitted on the date and time mentioned below.

The details of tender are as under: -

SN	Particulars	Details
1	Name of work	Tender for proposed for external painting of SBILD Jammu at Bantalab (J&K)
2	Nature of Work	Civil Work
3	Estimated Cost of Work	Rs. 6.12 Lacs
3	Time allowed for Completion	30 Days
4	Earnest Money Deposit	Rs.6,200/- (Rupees Six Thousand Two Hundred only) by means of Demand Draft /Banker Cheque only (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of State Bank of India Payable at Chandigarh.
5	Last date & time for submission of Complete Tender Document Technical Bid and EMD and Price Bid (Part II)	: 27-08-2024 up to 2.00 pm. Note: It is sole responsibility of the bidder to ensure submission of their Tender documents along with EMD and Price Bid by stipulated date and time at specified address.
6	Address for submission of Complete Tender Documents	Complete Tender Documents to be addressed to The Asst. General Manager, Premises & Estate Department, State Bank of India, Local Head Office, Ground Floor, Sector -17, Chandigarh

7	Date and Time of opening of Tender Document	27-08-2024 at or after 2.30 pm.
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8	Defect Liability period	1-year from the date of Completion of Project.
9	Liquidated Damages	0.50% per week subject to maximum 5% of contract amount for delay in completion of work.
10	Validity of offer	90 days from the date of opening of Price-bid
11	Value of Interim Certificate	No Interim bill shall be paid Only Single bill as full n final to be submitted. No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances.
12	Performance Guarantee/ Additional security deposit	In case L-1 bidder quotes abnormally low rates (i.e. 7.5% or more, below estimated project cost additional security deposit/additional performance guarantee (ASD/APG) shall be applicable. The amount of such ASD/APG shall be the difference between 92.5% of the estimated cost put to tender and the quoted price.  Bank guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion . If the L1 bidder refuses to give the ASD/APG, then the EMD will be forfeited, and the tender will be reinvited. The L1 bidder will not be allowed to participate in the retendering process.

13. The Contractor/ Vendor shall sign and stamp each page of the tender document thereby tthe EMDe number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer are liable to be rejected.
14. No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the price-bid.
15. The SBI reserve the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
16. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

Yours faithfully,

s/d  
AGM (P&E)

## INSTRUCTIONS TO THE TENDERERS

### Scope of work

1. Tender for proposed for external painting of SBILD Jammu at Bantalab (J&K).
2. The work must 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
  - Price bid
3. 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. Technical specifications
  - c. Special conditions of contract
  - d. General conditions of contract
  - e. Instructions to Tenderers
4. The tender documents are not transferable.
5. Site Visit

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 shall be solely responsible for considering the financial effect of any or all the factors while submitting his tender.

6. Earnest Money  
The tenderers are requested to submit the Earnest Money of Rs. 6,200/- (Rupees Six Thousand Two Hundred only) in the form of Demand Draft or Bankers' Cheque in favour of State Bank of India, payable at Chandigarh.
7. Signing of contract Documents  
The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective Region/office of SBI within 15 days from the receipt of intimation of acceptance of the tender by the SBI. 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. 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 30 days from the date of commencement of work.

9. Validity of tender

Tenders shall remain valid and open for acceptance for a period of 3 months from the date of opening of price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptance to the Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD

10. Liquidated Damages

The liquidated damages on account of delay shall be 0.50% of Cumulative Awarded value per week subject to a maximum of 5% of Cumulative awarded contract value or actual Invoice Value.

11. Rate and prices:

11.1 In case of item rate tender

The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. 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.

11.2 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/ Vendor would be paid accordingly.

12. 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 SBI.

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

12.2 Each page shall be totalled, and the grand total shall be given.

12.3 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies during the currency of contract including authorized extension, if any, but excluding GST, which shall be mentioned in the bills/invoices separately, as applicable.

12.4 The SBI reserve 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.

12.5 In case, it is decided by the SBI to drop one or more Items from the scope of work at any stage of the project, the Contractor/ Vendor shall not be entitled to raise any claim/compensation for such deleted scope of work. Also, the SBI may consider issuing work order for various branches/offices in phases but within a reasonable time interval and the Contractor/ Vendor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.

LETTER OF UNDERTAKING (Annexure II)

To,  
The Asst. General Manager,  
Premises & Estate Department,  
State Bank of India,  
Local Head Office,  
Ground Floor, Sector -17,  
Chandigarh

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

(a)	Description of work	Tender for proposed for external painting of SBILD Jammu at Bantalab (J&K)
(b)	Earnest Money Deposit	Rs. 6,200/- (Rupees Six Thousand Six Hundred only) by means of Demand Draft /Banker Cheque only (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of State Bank of India payable at Chandigarh.
(c)	Time allowed for completion of the Works from Seven day after the date of written Order or date of handing over of the site (Whichever is later) to commence the work	30 days

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

2) I/ We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the various work proposed in phases. We, therefore, undertake that we shall not raise any claim/ compensation in the eventuality of Bank deciding to drop any of the work 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 stipulated time limit without any extra claim for price escalation as also provided for in the clause of “Instructions to Tenderers” of this tender.

3) I/ 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 including authorized extended contract period, if any.

Yours faithfully,

Signature of Contractors.

## GENERAL CONDITIONS OF CONTRACT

1.0 Definitions: - “Contract means the documents forming the tender and the acceptance there of and the formal agreement executed between SBI (client) and the Contractor/ Vendor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

1.1.1 “SBI” shall mean State Bank of India (Client) having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai- 400 021 and its representative Local Head Offices/Administrative Offices/Regional Business Offices/Branches at various places across India and includes the client’s representatives, successors and assigns.

1.1.2 ‘The Contractor/ Vendor’ shall mean the individual or firm or company undertaking the works and shall include legal personal representative of individual or composing the firm or company and the permitted assignees of individual or firms of company.

1.1.3 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/ Vendor hereunder and work to be done by the Contractor/ Vendor under the contract.

1.1.4 ‘Drawings’ shall mean the drawings prepared and issued by SBI or their Architects and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time.

1.1.5 ‘Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions thereto or deductions there from as may be made under the provide herein after contained.

1.1.6 Specifications’ shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the SBI

1.1.7 “Month” means calendar month.

1.1.8 “Week” means seven consecutive days.

1.1.9 “Day” means a calendar day beginning and ending at 00 Hrs. and 24 Hrs. respectively.

1.1.10 SBI’s Engineer” shall mean The Civil / Electrical Engineer in - charge of the Project.

### 1.2 CLAUSE

1.2.1 Total Security Deposit: The Total Security deposit comprise of

- Retention Money
- Initial security Deposit
- Retention money
- Additional security deposit

a) Earnest Money Deposit:

The tenderer shall furnish EMD of Rs.6,200/- in the form of Demand draft or Bankers Cheque drawn in favour of State Bank of India, payable at Chandigarh. No tender shall be considered unless the EMD is so deposited in the required form. 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 during the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI 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.

b) Initial Security Deposit:

The amount of ISD shall be 2% of accepted value of tender including the EMD. Balance of ISD (i.e. excluding EMD) is to be submitted in the form of D/D drawn on any scheduled Bank and shall be deposited within 15 days from the date of letter of acceptance of tender.

c) Retention Money:

Besides the ISD 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. the ISD plus Retention Money shall both together not exceed 5% of the contract value. 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.

d) Additional Security Deposit:

Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 7.5 % of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 92.5 % of estimated cost put to tender and the quoted price.

## 2.0 Language Errors, Omissions and Discrepancies

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.

- Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- 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.
- Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the latter shall be adopted.
- In case of difference between rates written in figures and words, the rate in words shall prevail.
- Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.

## 3.0 Scope of Work:

The Contractor/ Vendor 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 of the Bank to be communicated through SBI. The SBI at the direction of the Bank from time to

time issue further drawings and / or written instructions, detailed directions and explanations which are hereafter collectively referred to as 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 should be brought to the notice of SBI immediately. The removal from the site of any material brought thereon by the Contractor/ Vendor 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.

4.0 i) Letter of Acceptance:

Within the validity period of the tender the SBI shall issue a letter of acceptance directly by registered post or otherwise depositing at the office of the Contractor/ Vendor 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 SBI and the Contractor/ Vendor. ii) Contract Agreement:

On receipt of intimation of the acceptance of tender from the SBI. The successful tenderer shall be bound to implement the contract and within 15 days there of shall sign an agreement in a non- judicial stamp paper of appropriate value.

5.0 Ownership of drawings:

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

6.0 Detailed drawings and instructions:

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

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

7.0 Copies of agreement

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

8.0 Liquidated damages:

If the Contractor/ Vendor fails to maintain the required progress in terms of relevant clause under General Conditions of Contract (GCC) 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 SBI on account of such breach to pay a liquidated damage at the rate of 0.50% of the contract value subject to a maximum of 5% of the contract value.

9.0 Materials, Appliances and Employees

Unless or otherwise specified the Contractor/ Vendor 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/ Vendor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the

work assigned to him. Workman whose work or behaviour is found to be unsatisfactory by the SBI he shall be removed from the site immediately.

#### 10.0 Permits, Laws and Regulations:

Permits and licenses required for the execution of the work shall be obtained by the Contractor/ Vendor at his own expenses. The Contractor/ Vendor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the Contractor/ Vendor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing. If the Contractor/ Vendor 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.

#### 11.0 Setting out Work:

The Contractor/ Vendor 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 SBI 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 SBI, the Contractor/ Vendor shall be responsible for the same and shall at his own expenses to rectify such error, if so, required to satisfaction of the SBI.

#### 12.0 Protection of works and property:

The Contractor/ Vendor 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/ Vendor 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/ Vendor shall take insurance covers as per clause at his own cost. The policy may be taken in joint names of the Contractor/ Vendor and the SBI and the original policy may be lodged with the SBI.

#### 13.0 Inspection of work:

The SBI 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/ Vendor shall give every facility to the SBI and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI 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.

#### 14.0 Assignment and subletting

The whole of work included in the contract shall be executed by the Contractor/ Vendor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share thereof or interest therein without the written consent of the SBI and no undertaking shall relieve the Contractor/ Vendor from the responsibility of the Contractor/ Vendor from active & superintendence of the work during its progress.

#### 15.0 Quality of materials, workmanship & Test

All materials and workmanship shall be best of the respective kinds as described in the contract/BOQ and in accordance with SBI's instructions and shall be subject from time to time to such tests as the SBI. may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The Contractor/ Vendor 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 SBI.

ii) Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the Contractor/ Vendor 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 SBI. Before submitting the sample / literature the Contractor/ Vendor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specifications. Only when the samples are approved in writing by SBI the Contractor/ Vendor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by SBI for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. SBI 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/ Vendor.

iii) Cost of tests

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

16.0 Obtaining information related to execution of work

No claim by the Contractor/ Vendor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfilment of contract.

17.0 Contractor/ Vendor's superintendence

The Contractor/ Vendor shall give necessary personal superintendence during the execution the works and as long, thereafter, as the SBI may consider necessary until the expiry of the defects liability period, stated here to.

18.0 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.

19.0 Works to be measured

SBI may from time to time intimate to the Contractor/ Vendor that the work is required to be measured and the Contractor/ Vendor shall forthwith attend or send a qualified representative to assist the SBI 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 SBI shall take measurements with the Contractor/ Vendor's representative and the measurements shall be entered in the measurement book. The Contractor/ Vendor 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 the corrections shall be duly attested by both representatives. No over writings shall be made in the Measurement book. If the Contractor/ Vendor not attend or neglect or omit to depute his representative to take measurements then measurements recorded by the representative of the SBI shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

## 20.0 Variations

No alteration, omission or variation ordered in writing by SBI vitiates the contract. In case the SBI thinks proper at any stage 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 SBI shall give notice thereof in writing to the Contractor/ Vendor 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 notice but the Contractor/ Vendor 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 SBI and the value of such extras, alterations, additions or omissions shall in all cases be determined by the SBI and the same shall be added to or deducted from the contract value, as the case may be.

## 21.0 Valuation of Variations

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

- a) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.  
Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of Works are carried out, otherwise the prices for the same shall be valued under sub Clause 'c' hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the Contractor/ Vendor shall within 7 days of the receipt of the letter of acceptance inform the SBI 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 SBI shall fix such rate or prices as in the circumstances in its opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the Contractor/ Vendor 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 SBI) the workman's name and materials employed be delivered for verifications to the Architect /consultant at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor/ Vendor 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/ Vendor's overheads and profit. Such items shall, not be eligible for escalation.

#### 22.0 Final measurement

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

#### 23.0 Virtual Completion Certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the SBI, the Contractor/ Vendor shall apply to SBI for completion certificate.

- 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, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI and not incorporated in the permanent works.
- Remove all rubbish, debris etc from the site and the land allotted to the contractor by the SBI and shall clear, level and dress, compact the site as required by the SBI.
- Shall put the SBI in undisputed custody and possession of the site and all land allotted by the SBI.
- Shall hand over the work in a peaceful manner to the SBI.
- All defects/imperfections have been attended and rectified as pointed out by the SBI to the full satisfaction of SBI.

Upon the satisfactory fulfilment by the Contractor/ Vendor as stated above, the Contractor/ Vendor is entitled to apply to the SBI of satisfactory completion of work. Relative to which the completion certificate has been sought, the SBI 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 SBI's rights and Contractor/ Vendor liabilities under the contract including the Contractor/ Vendor'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 SBI against the Contractor/ Vendor in respect of or work at the site and in respect of which the VCC has been issued.

#### 24.0 Work by other agencies

The SBI reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the SBI. Such work shall be carried out in such manners not to impede the progress of the works included in the contract.

## 25.0 Insurance Of Work

25.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI and the contractor against all loss or 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 SBI and contractor are covered for the period stipulated in clause 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.

b) The constructional plant and other things brought on to the site by the contractor to the

replacement value of such constructional plant and other things.

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

## 25.2 Damage to persons and property

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

a) The permanent use or occupation of land by or any part thereof.

b) The right of SBI to execute the works or any part thereof, on, over, under, in or through any lands.

c) 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 SBI, their agents, employees or other contractors not being employed by the contractor 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 SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

## 25.3 Contractor to indemnify SBI

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 26.2 of this clause.

## 25.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part

thereof included in the contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect/Consultant in this behalf.

#### 25.5 Third Party Insurance

25.5.1 Before commencing the execution of the work the contractor 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.

#### 25.5.2 Minimum Amount of Third Party Insurance

Such insurance shall be effected 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 Architect/Consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

25.6 The minimum insurance cover for physical property, injury, and death is Rs.5.00 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.

#### 25.7 Accident or Injury to Workmen

25.7.1 The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

#### 25.7.2 Insurance against accidents etc to workmen

The contractor shall insure against such liability with an insurer approved by the SBI during the whole of the time any person employed by him on the works and shall, when required, produce to the architect/consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect/Consultant when required such policy of insurance and the receipt for the payment of the current premium.

#### 25.7.3 Remedy on Contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI as aforesaid and also deduct 15% of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.



25.7.4 Without prejudice to the other rights of the SBI against contractors, in respect of such default, the Bank shall be entitled to deduct from any sums payable to the contractor the amount of any damage's costs, charges, and other expenses paid by the SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to 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.

#### 26.0 Commencement of Works

The date of commencement of the work will be reckoned as the recorded date of handing over site by the SBI or 15 days from the date of issue of Letter of Acceptance of Bank, whichever is later.

#### 27.0 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 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.

#### 28.0 Extension of Time

If, in the opinion of the AGM(P&E)/Bank Engineer, the work be delayed for reasons beyond the control of the contractor, the Architect/Consultant may submit a recommendation to the SBI to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBI through the Architect/Consultant in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The architect/consultant shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the SBI the provision of liquidated damages as stated under clause 9 of GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

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

### 30.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall, as herein provided, be carried on during the night or on holidays without the permission in writing of the SBI, except 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/ Contractor/ Vendor shall immediately advise the SBI. 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 SBI at no extra cost.

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

### 31.0 No compensation or restrictions of work

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

Provided that the Vendor shall be paid the charges on the cartage of only materials actually and bona-fide brought to the site of the work by the Contractor/ Vendor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the Vendor, provided however that the SBI shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

“In case of such stores having been issued from SBI stores and returned by the Vendor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the Vendor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the Contractor/ Vendor and in this respect the decision of Architect/ consultant shall be final.

### 32.0 Suspension of work

The Contractor/ Vendor shall, on receipt of the order in writing of SBI (whose decision shall be final and binding on the Contractor/ Vendor) suspend the progress of works or any part thereof for such time and in such manner as SBI 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 of any default on the part of the Contractor/ Vendor, or
- b) For proper execution of the works or part thereof for reasons other than the default the Vendor/ Contractor, or
- c) For safety of the works or part thereof.

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

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

The Contractor/ Vendor 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.

33.0 Action when the whole security deposit is forfeited

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

- a) To rescind the contract (of which rescission notice in writing to the Contractor/ Vendor by SBI shall be conclusive evidence) and in which case the security, deposit of the Contractor/ Vendor shall be forfeited and be absolutely at the disposal of SBI
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or part of the work, debiting the Contractor/ Vendor with the cost of the labour and materials cost of such labour and materials (as worked out by the SBI shall final and conclusive against the Contractor/ Vendor) 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/ Vendor under the terms of this contract certificate of SBI as to the value of work done shall be final conclusive against the Contractor/ Vendor.
- c) To measure up the work of the Contractor/ Vendor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another Contractor/ Vendor 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/ Vendor, if the whole work had been executed by him (The amount of which excess the certificates in writing of the SBI shall final and conclusive) shall be borne by original Contractor/ Vendor and may be deducted if any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBI the Contractor/ Vendor 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/ Vendor 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 SBI 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.

- 34.0 Owner's right to terminate the contract If the Contractor/ Vendor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the SBI that he is able to carry out and fulfil the contract, and to dye security therefore if so required by the SBI

Or if the Contractor/ Vendor (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/ Vendor.

Or shall assign or sublet this contract without the consent in writing of the SBI or shall charge or encumber this contract or any payment due to which may become due to the Contractor/ Vendor there under:

- a) has abandoned the contract; or

- b) has failed to commence the works or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI written notice to proceed, or
- c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed 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 SBI that the said materials were condemned and rejected by the SBI 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/ Vendor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI to the contrary subject any part of the contract.

Then and in any of said cases the SBI may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor/ Vendor, determine the contract, but without thereby affecting the powers of the SBI or the obligation and liabilities of the Contractor/ Vendor 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/ Vendor. And, further the SBI or their employees may enter upon and take possession of the work and all plants, tools scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other Contractor/ Vendors or persons to the work and the Contractor/ Vendor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor/ Vendor 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 to the SBI a notice in writing will be given to the Contractor/ Vendor to remove his surplus materials and plants and should the Contractor/ Vendor fail to do so within 14 days after receiving thereof by him the SBI sell the same by public auction, and after due publication, and shall, adjust the amount realized by such auction. The Contractor/ Vendor shall have no right to question any of the act of the SBI incidental to the sale of the materials etc.

### 35.0 Certificate of payment

The contractor shall be entitled under the certificates to be issued by the SBI/ Architect/Consultant to the contractor within 10 working days from the date of certificate to the payment from SBI from time to time. The payments will be released based on the work done and 1st running payment will be released only after more than 50% of the works is complete as per the certificate issued by the SBI/ Architect/Consultant. 2nd and Final payment will be released only after completion of work In any case, no more than 3 running payments will be made.

The SBI shall recover the statutory recoveries and other dues including the retention amount from the final certificate of payment.

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

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

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

The SBI can modify the certificate of payment as issued by the SBI/Architect/Consultant from time to time while making the payment. The contractor shall submit bills only after taking actual measurements and properly recorded in the Measurement book / sheets. The contractor shall not submit interim bills when the approximate value of work done by him is less than 50% of contract value and the minimum interval between two such bills shall be seven days.

The final bill may be submitted by contractor within a period of 30 days from the date of virtual completion and SBI/Architect/Consultant shall issue the certificate of payment within a period of one month. The SBI shall pay the amount within a period of 7 days from the date of issue of final certificate.

The SBI shall have power to withhold the payment if the work or part thereof is not carried out to their satisfaction.

### 36.0 Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes relating 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

i) 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 contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises& Estate)/Dy. General Manager (Premises) and endorse a copy of the same to the Architect (if any) , within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager (Premises& Estate)/Dy. General Manager (premises) 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 Assistant General Manager (Premises & Estate) / Dy. General Manager (Premises) in writing in the manner and within the time aforesaid. ii) The Assistant General Manager (Premises & Estate) / Dy. General Manager (Premises) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Premises& Estate) / Dy. General Manager (Premises) submit his claims to the conciliating authority namely the Circle Development Officer/General Manager (Official Language & Corporate Services) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises& Estate)/Dy. General Manager (Premises) iii) 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 Chief General Manager/Dy. Managing Director (HR) & Corporate Development Officer of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived. iv) 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 Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager at LHO /Dy. Managing Director & Corporate Development Officer at CC/CCEs. It will also be no objection to any such appointment that the Arbitrator so appointed is a technically competent person not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc. 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 Chief General Manager/ Dy. Managing Director (HR) & Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

v) 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.

vi) It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator. vii) The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under.

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

### 37.0 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 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.

### 38.0 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 conditions:

- i) That the water used by the Contractor shall be fit for construction purpose to the satisfaction of the Architect/Consultant.
- ii) The Contractor shall make alternative arrangements for the supply of water if the arrangements made by the Contractor for procurement of water in the opinion of the Architect/Consultant is unsatisfactory.

### 39.0 Treasure Trove etc.

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

#### 40.0 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 SBI shall be final and binding on the corrector.

#### 41.0 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 STATE BANK OF INDIA /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.

Register for secured advance

- I) Register for hindrance to work
- II) Register for running account bill
- III) Register for labour

#### 42.0 Force Majeure

43.1 Neither Contractor/ Vendor nor SBI 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.

43.2 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.

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

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

#### 43.0 Local laws, Acts Regulations:

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

- (i) Minimum Wages Act, 1948 (Amended)
- (ii) Payment of Wages Act 1936 (Amended)

iii) Workmen's Compensation Act 1923 (Amended)

iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)

- v) Apprentice Act 1961 (Amended) vi) Industrial Employment (Standing Order) Act 1946 (Amended) vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof ix) Shop and Establishment Act
- x) Any other Act or enactment relating thereto, and rules framed there under from time to time.

#### 44.0 Accidents

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



## SPECIAL CONDITION OF CONTRACT

1. The Technical Bid should contain the following: -

- a. Technical Bid duly signed and sealed on each page.
- b. Banker's Cheque/Demand Draft of Earnest Money deposit.
- c. If any, The Authorization Certificate issued by the Bank's approved Principal Manufacturer only certifying that the tenderer is an Authorized Converter/Agency of their Company and they have been specifically authorized by them (i.e. OEM) to participate in the bidding process of SBI.
- d. An undertaking from the Bank's approved OEM, in original, to the effect that in case their Authorised Agency/Converter is not able to perform contractual obligations for the project during the contract period, the Original Manufacturer shall own full responsibility to comply all contractual obligations relating the captioned work of SBI at their own (i.e. OEM's) risk cost and consequences.

The technical bid not accompanied by abovementioned any one or more documents shall be treated as non-responsive bid and the same shall be summarily disqualified. Moreover, such bidders shall not be allowed to participate in the submission of Indicative Price bidding followed by the E-reverse auction. No correspondence shall be entertained in this regard.

2. Taxes, duties, levies etc.:

The rates quoted shall be inclusive of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works but excluding GST which shall be payable over and above the approved rates as per actual. Variation of taxes, duties, fees, levies etc. (excluding GST) if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account in any case will 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/ Vendor. GST will however be paid by the SBI as applicable.

3. The Contractor/ Vendor shall study the schedule of items, technical specifications, drawings, design, etc. for its sufficiency considering all the regulations of local authorities and supply company and code of standard as applicable at the time of submitting the tender and shall bring to the notice of bank, addition or deletion, if any, in writing before due date of submission of tender.

4. Acceptance of tender

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

5. Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the contractor and the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and dimension shall be scaled. Large scale details shall take precedence over small scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect / consultant before proceeding with the work.

6. Notice of operation

The contractor shall not carry out any important operation without the Consent in with from the Bank:

7. Construction records

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

8. Safety of adjacent structures and trees

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

9. Temporary works

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

10. Water, power and other facilities

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

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

c) The contractors for other trades directly appointed by the STATE BANK OF INDIA 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 contactor and charges payable for permanent connections, if any, shall be initially paid by the contactor and the SBI will reimburse the amount on production of receipts

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

11. 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.

12. 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.

13. Firefighting arrangements

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

ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and, to the approval of the relevant authorities. The contractor makes 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 house keeping

14. Site order book

A site order book shall be maintained at site for the purpose of quick communication between the Architect / Consultant. Any communication relating to the 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.

15. 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 I 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.

16. 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. -

17. 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.

18. 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.

19. 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.

20. As built drawings

i) 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 STATE BANK OF INDIA / 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. ii) For the drawings prepared by the contractor

The contractor will modify the drawing prepared by him wherever the changes made by the STATE BANK OF INDIA / 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.

21. 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, aluminum doors and windows and any other item as specified in the tender. The Engineer may approve any make / agency within the approved list as given in the tender after inspection of the sample/mock up.

22. 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 contact. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the STATE BANK OF INDIA 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.

23. Photographs:

- The Contractor shall at his own expense supply to the Architects/Bank Engineer 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 months 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/ STATE BANK OF INDIA may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

FOR STATE BANK OF INDIA \_\_\_\_\_”

- (Site specific format shall be approved by the SBI prior to its execution)
- (To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)
- B.G. No. \_\_\_\_\_ Value Rs. \_\_\_\_\_
- Date:
- To
- The .....
- State Bank of India,
- .....
- .....
- Dear Sir,
- Bank Guarantee of Rs \_\_\_\_\_ towards Security Deposit for \_\_\_\_\_ work at \_\_\_\_\_.
- WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract ( \_\_\_\_\_ )
- for State Bank of India, ..... situated at \_\_\_\_\_) with SBI as mentioned vide letter no..... dated .....and the correspondence and tender relating thereto which is hereinafter referred to as “the said contract” the Contractor has now agreed to produce a Bank Guarantee amounting to .....% of the annual contract to SBI ..... for performing their part of the contract obligations.
- AND WHEREAS in terms of said contract, the contractor is required to furnish to SBI ..... a Guarantee of a Scheduled Commercial Bank for a value of Rs..... to be valid upto (date).
- AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of SBI ..... and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the “Guarantor” (which expression shall include it successors and assigns) hereby expressly, irrevocably & unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between SBI ..... and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to SBI ..... immediately any sum claimed by SBI ..... under the said contract up to a maximum amount of Rs. \_\_\_\_\_ (Rupees only).
- In case the amount demanded by SBI ..... is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs...../- (Rupees ..... only).
- Such payment shall be notwithstanding any right the contractor may have directly against SBI ..... or any disputes raised by the Contractor with SBI ..... or any suits or proceedings pending in any competent court or before any arbitrator. SBI’s written demand

shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

- The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the Contractor and or indulgence shown to the contractor by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.
- This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.
- This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI .....
- This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.
- In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.
- This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.
- This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to SBI in respect of the said contract.
- Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.
- These presents shall be governed by and constructed in accordance with Indian Law.
- Notwithstanding anything contained herein before the liability of the guarantor under this guarantee is restricted to a sum of Rs. \_\_\_\_\_.
- This guarantee will remain valid upto \_\_\_\_\_ unless a demand or claim under this guarantee is made in writing against us within three months from that date, i.e. on or before -----, the guarantor shall be discharged from all liability under the guarantee thereafter.
- We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our bank and the undersigned has been duly authorised by the bank (bank issuing the Bank Guarantee) to execute this Guarantee Deed.
- Dated the .....
- SIGNED AND DELIVERED For & on behalf of (the above-named bank) For & on behalf of (Bankers Name & Seal)
- (Signature/s with designation/s of signatories)
- (Banker's seal)

## FORM OF AGREEMENT

ARTICLES of AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ year 2023 between the STATE BANK OF INDIA having its \_\_\_\_\_ (Hereinafter referred to as the “Employer/Owner” which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter referred to as “Contractor” unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to carry out \_\_\_\_\_ ) as stated in Notice Inviting Tender (NIT), herein referred to as “Project”.

AND WHEREAS the Employer in order to effectively carry out the said works prepared plans, drawings and specifications describing the works to be executed by the contractor (as applicable) for the project, opened tenders received, scrutinized and issued a work order to the contractor.

AND WHEREAS for the purpose of the said project, the Employer invited sealed tenders from experienced, resourceful and confide contractors vide his Notice Inviting Tender (No. \_\_\_\_\_ dated. \_\_\_\_\_).

WHEREAS the contractor submitted his Tender along with the Tender Documents containing General Notes, General Conditions of the Contract and Schedule of Quantities etc. for the works, prepared by the Engineer (Hereinafter collectively referred to as the “said conditions”), duly signed on each page as a token of his acceptance of the same, along with Earnest Money Deposit.

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

AND WHEREAS the Employer has accordingly issued the work order (No. \_\_\_\_\_ dt. \_\_\_\_\_) to the contractor subject to his furnishing the requisite Security Deposit (Copy enclosed Vide Annexure-V).

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance No. \_\_\_\_\_ dt. \_\_\_\_\_ (Copy enclosed Vide Annexure-V) and has also deposited requisite Performance Security/Guarantee.

AND WHEREAS the Employer has caused the plans, drawings, specifications, schedule of quantities etc. relating to the project at the work site at \_\_\_\_\_ to be issued to the Contractor.

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

1. Contract documents

The following documents shall constitute the Contract Documents.

- i. This Article of Agreement.
- ii. Tender submitted by the Contractor included the N.I.T and Tender Documents (Vide Annexure-I).
- iii. All correspondence between the Bank and the Contractor from the date of issue of N.I.T and the date of issue of work order.



iv. Work order No. \_\_\_\_\_ dt. \_\_\_\_\_ (Vide Annexure-II).

2. In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted works shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor by the said Owner/Employer and described in the said Specifications and the said Schedule of Quantities.
3. Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein before stated by the Employer reserves itself the right of altering the drawings and the nature of the work and addition to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
4. As mentioned in Article 1 above, the said conditions shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
5. Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of \_\_\_\_\_ thereto. The decision of the arbitrator shall be final and binding on both the parties.

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

Signed and delivered for and on behalf of State  
Bank of India  
Shri. \_\_\_\_\_  
Its duly authorised official

\_\_\_\_\_

In the presence of –

1. (Name and Address)

\_\_\_\_\_  
\_\_\_\_\_

2. (Name and Address)

\_\_\_\_\_  
\_\_\_\_\_

Signed and delivered for and on behalf of  
The Contractor: \_\_\_\_\_ by Shri \_\_\_\_\_ his

Duly authorised official

In the presence of –

1. (Name and Address)

\_\_\_\_\_  
\_\_\_\_\_

2. (Name and Address)

\_\_\_\_\_

MAINTENANCE OF RECORDS

Register/record (s) to be maintained by the Contractor at site office.

1. Measurement Books
2. Cement Register (Daily Record)
3. Steel Register
4. Drawings register
5. Hindrance Register
6. Test Register
7. Site Order Book (in triplicate)
8. Daily Progress Register
9. Any other records as required by the Bank for proper execution & monitoring of work. Formats to be followed

FORMAT OF SITE ORDER BOOK

Name of the work:.....

Date of Commencement:.....

Sr. No	Remarks/ Instructions of the site Engineer/ Architect	Dated Initials of site Engineer/ Architect	Initials of the Contractor for having received the instructions	Action taken with date	Dated initials of the site Engineer	Remarks of the Architects PMC/C.C. Officials
1	2	3	4	5	6	7

Daily Progress Report-Works history

Weather: \_\_\_\_\_

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

---

1. Labour Engaged

i. Masons

ii. Carpenter iii. Plumber iv. Bar binder v. Bhisti vi. Painter vii. Mazdoor

Male:

Female: viii. Others

Engineer:

Supervisor:

---

Machinery/Equipments at site Truck

2.

i.

ii. Tractor/trolley

iii. Concrete mixer

iv. Vibrator

v. Concrete Lift

vi.

Others

---

Material brought

3.

i. ii.

iii. iv.

---

4. Material rejected, if any.

---

5. Works in progress

i. ii.

iii.

iv.

---

6. Important Stage passed:

7. Remarks of inspecting Officer/Site Engineer (Bank):

Site Engineer (Architect)

Site Engineer (Contractor)

TABLE-I

## PROFORMA FOR HINDRANCE TO WORK

Name of Work :

Date of Start of work : Name

of Contractor: Period of

Completion :

Agreement No. :

Dt. of Completion of work:

S.No.	Nature of Hindrance	Date of Occurrence of Hindrance	Date of which Hindrance was removed	Period of which Hindrance existed	Signature of Site Engineer	Signature of Bank / Architects Representative
1	2	3	4	5	6	7

## PROFORMA FOR RUNNING A/C BILL

- i. Name of Contractor / Agency : ii.
- Name of Work : iii.
- Sl.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 as per Agreement :

S.No.	Item Description	Unit	Rate (Rs.)	As per Tender	
				Quantity	Amount (Rs.)
1	2	3	4	5	

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

Note: 1. If part rate is allowed for any items, it should be indicated with reasons for allowing such a rate.

\_\_\_\_\_  
\_\_\_\_\_  
Net Value since previous bill

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.

-----  
Architect

-----  
Signature and date of Site Engineer

## MEMORANDUM FOR PAYMENT

R/A BILL NO.

1. Total value of work done since Rs. ----- previous bill (A)
2. Total amount of secured advance due Rs. ----- since Previous Bill (B)
3. Total amount due since Previous Bill Rs. ----- (C) (A+B)
4. PVA on account of declaration in price Rs. ----- of Steel, Cement and other materials and labour as detailed in separate statements enclosed.
5. Total amount due to the Contractor Rs. -----

OBJECTIONS:

- i) Secured Advance paid in the previous Rs. ----- R/A
- ii) Retention money on value of works as Rs. ----- per accepted tenders upto date amount Rs.  
Less already recovered Rs. -----  
Balance to be recovered Rs. -----
- iii) Mobilization Advance, if any
  - (a) Outstanding amount (principal + Rs. ----- interest) as on date
  - (b) To be recovered in this bill Rs. -----
- iii. Any other Departmental materials cost Rs. ----- to be recovered as per contract, if any
- iv. Any other Departmental service Rs. ----- charges to be recovered if any, as per contract (water, power etc.) enclose statement.  
Total Deduction as per contract (F) Rs. -----

Adjustments, if any ----- Rs. ----- Amount less received by Contractor in ----- R/A  
Bill (as per statement of Contractor)

P.V.A. Rs. -----

Total amount payable as per contract Rs. ----- (E+F+G)

(Rupees ----- in words)

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 Consultants 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 Owners  
Engineer

STATUTORY DEDUCTION:

i) Total Amount due (E) Rs. --

-----

ii) Less I.T. Payable Rs. -----

iii) Less S.T. Payable Rs. -----

Net Payable Rs. -----

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

Date: -----

-----

Signature of the Competent Officer



## SAFETY CODE

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 runnings shall not be more than 30 cm. When a ladder is used an extra mazdoor 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 unsafe.
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 facemasks 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.
  
14. 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.

LIST OF MATERIALS OF APPROVED BRAND AND THEIR MANUFACTURERS

Sl.	Item	Make
1	Cement OPC (43/53 Grade)	ACC/ Ambuja/Ultratec
2	Water proofing compounds	Fosroc/ Dr Fixit/ Ceco
3	GI Pipe (B Class)	Jindal/ Tata
4	GI Fittings	Unik/ SVW & UHK,
5	CI Pipes	NIC, JJ, NIF, Adhunik, SKF
6	Sanitary Ware / Urinals/ Urinal Partitions	Hindware/Jaguar/ Cera
7	CP Fittings	Jaquar/Hindware /Johnson/ Cera
8	Stainless Sink	Neelkanth / Jyana / Nirali
9	Vitrified Floor Tiles	Kajaria / Johnson /Nitco
10	Wall Ceramic Tiles	Kajaria / Johnson / Nitco
11	Pre-laminated Board	Navopan / Action Tesa
12	Flush doors & Commercial Ply	Green ply ( Eco- Tech ) / Century/ Archid
13	Laminates	Merino / Greenlam / Sunmica/ Virgo
14	Veneer	Green/ Century/ Marino
15	Commercial Boards	Green ( Eco- Tech ) / Archid/ Century
16	Adhesive	Fevicol / JivanJor / Wooden Grip
17	Locks	Godrej/ Hettich/ Dorma/ozone
18	Door Closers	Dorma/ Hettich/ Godrej/ozone
19	Glass	Saint Gobain / TATA / Asahi
20	Teak Wood	CP Teak

21	Polish	Melamine – Asian, Sika
22	Beading	Teak Wood or as specified
23	Telescopic Channel	Hettich / Haffele/ Godrej/Ozone
24	Ceiling Grid	Armstrong, Gyproc
25	Gypsum Board	Saint Gobain / Gypsum India
26	Plaster of Paris (POP)	Sakarni or Equivalent
28	Door Stopper	Hettich /Haffele/Dorma/Godrej
29	Floor Spring	Ozone/Dorma/Hettich/ Godrej
30	ACP	Aluco bond, ALU Décor,Alstrong, Alstone
31	Texture Paint	Terraco/Spectrum/ Asian
32	Aluminum Door & Window Section	Jindal/Lndal/Hindalco
33	Aluminum Fittings	Jindal, Hindalco, Bharat, Maan
35	Blinds	Mac/ Vista or equevelent
36	Oil Bound/ Acrylic Emulsion paint	Nerolac, Asian, Burger
37	Synthetic Enamel Paint	Nerolac, Asian, Burger
38	External Paint	Nerolac, Asian, Burger/ Snowcem /JSWor its equivalent as approved by Engineer-in-charge
39	Wooden Flooring	Pergo, Xylox, Armstrong, Vista

Note:

1. The contractor should obtain prior approval from Employer / Consultants before placing order for any specific materials. Employer may change / delete any of the makes or brands out of the above list.
2. Samples of all items shall be approved by the Architect / Engineer before use.
3. Bank may ask for the bills / cash memo (In joint name of SBI branch and contractor) of various items purchased by the Contractor from the market, for its satisfaction.
4. Work will be carried out as per tender specifications / drawings and instructions of Architect / Bank's Engineer.

## PREAMBLE TO SCHEDULE OF QUANTITIES

Note: While quoting rates for each item of work, the contractor shall include for the following irrespective whether it has been mentioned or not in the description of the item without any extra claim / payment.

1. All the permissions to carried out the work from Municipal Corporation/ Chandigarh Administration to be taken by the Contractor at his cost
2. All Civil Work/paint work Items to be carried out as per CPWD Specifications.

AFFIDAVIT

(On a non- judicial stamp paper duly attested by the Notary Public/Magistrate)

I, \_\_\_\_\_ S/o \_\_\_\_\_ Sole Proprietor/ Partner/ Director/  
Authorized Signatory , M/s \_\_\_\_\_ Address \_\_\_\_\_, do  
hereby solemnly affirm and declare as under:-

1. That deponent is a Sole Proprietor/Partner/Director/Authorized Signatory of M/s \_\_\_\_\_, Address \_\_\_\_\_ and competent to depose on behalf of the Firm/Company/LLP.
2. That deponent declares that at present our Firm/Company/LLP is not under litigation with any Bank including State Bank of India.
3. That deponent declares that at present our Firm/Company/LLP has not been blacklisted/delisted/dropped/de-panelled by the SBI / any other Government/Semi-Government/Nationalized Public Sector Undertaking (PSUs) / Financial Institution (FIs)/ Corporate Offices.

Deponent Place:

Date:

VERIFICATION:

Verified that content of my affidavit is true and correct to my knowledge and nothing has been concealed therein.

Place:

Date:

Deponent