



**STATE BANK OF INDIA**

**REGIONAL BUSINESS OFFICE -2, FOUNTAIN CHOWK, CIVIL LINES, LUDHIANA,  
PUNJAB**

**INVITES**

**ITEM RATE TENDERS (OFFLINE)**

**TENDER ID:- RBO-2/ LUDHIANA/ PAKHOWAL/ 001**

**From**

**State Bank of India Empanelled Electrical Vendors**

**FOR**

**ELECTRICAL WORKS**

**OF**

**S.B.I. , PAKHOWAL BRANCH (50980), LUDHIANA**

**LAST DATE FOR SUBMISSION OF TENDER : 06/01/2025**

**TENDER FOR PROPOSED ELECTRICAL WORK FOR STATE BANK OF INDIA**

**AT PAKHOWAL BRANCH (50980), LUDHIANA.  
(PUNJAB)**

## **PART – A: TECHNICAL BID**

### **STATE BANK OF INDIA REGIONAL MANAGER , RBO-2, LUDHIANA.**

#### **NOTICE INVITING TENDERS**

#### **TENDER FOR PROPOSED ELECTRICAL WORK FOR STATE BANK OF INDIA , PAKHOWAL BRANCH (50980), LUDHIANA.**

STATE BANK OF INDIA, Regional Business Office-2, Fountain Chowk, Civil Lines, LUDHIANA invites “offline tender- **Item Rate**” for captioned work from the STATE BANK OF INDIA eligible Empanelled contractors under appropriate category. Empaneled contractors who receive NIT from the STATE BANK OF INDIA /Architects are only entitled to quote for this tender.

Details of the tenders are as under:

Sr. No.	Particulars	Details
1	Name of work	<b>Electrical Works for State Bank Of India, Pakhowal Branch (50980) , Ludhiana, Punjab.</b>
2	Nature of Work	<b>Electrical Work</b>
3	Time allowed for completion	<b>60 Days</b>
4	Earnest Money Deposit	<b>Rs. 7300/- (Seven Thousand Three Hundred Only)</b> by means of Demand Draft / Pay Order (Valid for a period of <b>60 Days</b> from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favor of State Bank Of India , Regional Business Office-2, Fountain Chowk, Civil Lines, LUDHIANA. <b>MSME/NSIC registered vendors/firms are not exempted for submitting EMD/ISD/FDR/BANK Guarantee in the tenders for works/projects.</b>
5	Initial Security Deposit (ISD)	<b>2%</b> of contract amount (EMD will be returned on receipt of ISD). The successful bidder(s) shall be responsible to deposit Initial security deposit @ <b>2%</b> of the Contract Value by way of demand draft in favor of SBI, payable at <b>LUDHIANA</b> within 10 days from the date of receipt of “Letter of Intent” from STATE BANK OF INDIA.
6	Last date & time for submission of EMD & technical bid & financial bid -offline	<b>06-01-2025 by 12:00 PM</b> Note: It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address.
7	Defects Liability period	1 year from the date of virtual completion of work.
8	Liquidated Damages	0.50% per week subject to max. 5% of contract amount for delay in completion of work.

9	Validity of offer	<b>30 Days</b> from the date of opening of Price-bid
10	Value of Interim Certificate	<b>Rs. Nil.</b> No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances
11	<b>Additional security Deposit</b>	In case L-1 bidder quotes abnormally low rates (i.e. <b>7.5% or more, below estimated cost</b> put to tender), the bank may ask such bidder to deposit additional security deposit or additional performance grantee (ASD/APG) equivalent to difference between 92.5% of estimated cost put to tender and the quoted price. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name but drawn on any Nationalized 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/APG or to forfeit such ASD/APG as the case may be within its sole discretion
12	<b>Submission of Technical &amp; Financial Bid (Hard Copy)</b>	<ul style="list-style-type: none"> <li>Contractors shall study the entire Technical Bid to get acquainted with the terms and conditions and <b>shall submit compulsorily all the pages duly signed upto 06-01-2025 at 12:00pm of the technical bid &amp; price bid</b> without fail after putting the signature and seal.</li> <li>Failure to submit the hardcopy of Technical Bid/price bid may render the bidder disqualified.</li> </ul>
13	Date and Time of opening of Tender Document ( <b>technical bid &amp; Price bid</b> )	<b>06-01-2025 at 12:30 pm.</b>
14	<b>AGREEMENT</b>	Agreement by Vendor on <b>RS. 500/-</b> Stamp Paper and Cost is borne by the Contractor.

14. The Contractor/ Vendor shall sign and stamp each page of the tender document thereby ensuring The number and sequence of all pages. Tender documents without seal and signature of the authorized tender are liable to be rejected.
15. 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.
16. The SBI reserve their rights 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.
17. 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.
18. **The vendor must submit LAN Diagram and Ups/Electrical wiring Diagram** on completion of the Work Only then the final bill will be accepted for further processing.

Yours Faithfully,  
Regional Manager,  
State Bank of India,  
Regional Business Office-2,  
Civil Lines, Ludhiana.

## INSTRUCTIONS TO THE TENDERERS

### 1.0 SCOPE OF WORK

Sealed Tenders are invited by State Bank of India, Regional Manager, RBO-2, Fountain Chowk, Civil Lines, Ludhiana.

**Electrical Works for State Bank Of India, Pakhowal Branch (50980), Ludhiana , Punjab.**

### 1.1 SITE AND ITS LOCATION

The proposed work is to be carried out at **State Bank of India, Pakhowal Branch (50980), Ludhiana, Punjab.**

### 2.0 Tender documents

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

- i) Instructions to Tenderers
- ii) General Conditions of Contract
- iii) Special conditions of contract

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below:

- i) Price bid
- ii) Additional condition for Electrical installation
- iii) Technical specifications
- iv) Instructions to the tender
- v) Special Conditions of Contract
- vi) General Conditions of Contract

2.3. Tender documents are not transferable.

### 3.0 SITE VISIT

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials labor, the law and order situation, climatic conditions local authorities requirements, traffic regulations etc.

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

### 4.0 EARNEST MONEY DEPOSIT& COST OF TENDER

4.1 The tenderers are requested to submit the Earnest Money of **Rs.7300/- (Seven Thousand Three Hundred Only)** in the form of Demand Draft or Bankers' Cheque in favour of State Bank of India drawn on any Bank of India payable at **LUDHIANA** is to be submitted along with the Price Bid.

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD & Cost of tender shall be rejected.

- 4.3 No interest will be paid on the EMD and cost of tender will be non-refundable.
- 4.4 EMD of unsuccessful tenderers will be refunded within 30 days of award of Contract whereas will EMD of successful Tender be non-refundable.
- 4.5 EMD of successful tenderer will be retained as a part of security deposit.

#### 5.0 **Initial Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD by means of D/D drawn in favor of State Bank of India within a period of 15 days of acceptance of tender.

#### 6.0 **Total Security Deposit**

- 6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of initial security deposit which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e. deduction from each running bill account will be 10% till total 3% of contract value is reached. 50% of the total security shall be paid to the contractors on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

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

#### 7.0 **Signing of Contract Documents**

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

- 8.0 Completion Period **60 days** from the date of commencement.

#### 9.0 **Validity of Tender**

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

#### 10.0 **Liquidated Damages**

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

#### 11.0 **Rates and Prices**

#### 11.1 **In case of Item rate method Tender**

- 11.1.12 **The rate quoted shall be firm and shall include all costs, allowances etc. except G.S.T, which shall be payable / reimbursed as actuals**

- 11.1.13 The STATE BANK OF INDIA 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 or get the works done through another contractor at the cost of the accepted tenderer within its sole discretion without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

- 11.1.14 In case it is decided by the STATE BANK OF INDIA to reduce the scope of work at any stage of the project, the contractor shall not be entitled to raise any claim / compensation on account of reduction in scope of work. Also, the STATE BANK OF INDIA may consider for increase in scope of similar work in other buildings in phases but within a reasonable time interval and the contractor 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.

**Signature of Contractor**

## LETTER OF UNDERTAKING

To,

**The Regional Manager  
State Bank of India  
RBO-2, Fountain Chowk,  
Civil Lines, Ludhiana,  
Punjab.**

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	<b>Tender For Proposed Electrical Works for State Bank Of India, Pakhowal Branch (50980) , Ludhiana, Punjab.</b>
b	Earnest Money	<b>Rs. 7300/- (Seven Thousand Three Hundred Only)</b> by means of Demand Draft / Pay Order (Valid for a period of 60 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favor of SBI Payable in LUDHIANA.  <b>MSME/NSIC registered vendors/firms are not exempted for submitting EMD/ISD/FDR/BANK Guarantee in the tenders for works/projects.</b>
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	<b>60 Days</b>

- 1) Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and Provisions of the said conditions of contract annexed hereto so far as may be applicable or in default thereof to forfeit and pay to SBI, the amount mentioned in the said contract.
- 2) I / We have deposited a sum of **Rs. 7300/- (Seven Thousand Three Hundred Only)**

of the total tender amount as Earnest Money with the SBI payable in LUDHIANA, on behalf of SBI which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to State Bank Of India, Regional Manager , RBO-2, Fountain Chowk, Civil Lines, LUDHIANA.

3) I/ We have read and understood various clauses of this tender and hereby submit our Specific undertaking and concurrence in terms clause 6.2 of "Instruction to tenderer" to deposit

***Additional Security Deposit (ASD)***

**In case L-1 bidder quotes abnormally low rates (i.e. 7.5% or more, below estimated cost put to tender), the bank may ask such bidder to deposit additional security deposit or additional performance grantee (ASD/APG) equivalent to difference between 92.5% of estimated cost put to tender and the quoted price. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name but drawn on any Nationalized 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/APG or to forfeit such ASD/APG as the case may be within its sole discretion**

4) 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/SBI 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 11.1.14 "Instructions to Tenderers" of this tender.

5) 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.

6) Our Bankers are:

- i)
- ii)

The names of partners of our firm are:

- i)
- ii)

Name of the partner of the firm

Authorized to sign

Or

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

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

Yours faithfully,

Signature of Contractors :

Signature and addresses of Witnesses

- i)
- ii)



## GENERAL CONDITIONS OF CONTRACT

### 1.0 **Definitions:**

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India (client) and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects / Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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 Bank or “SBI” or Architect or Consultant shall mean State Bank of India (client) through SBI having its Local Head Office at Chandigarh and includes the client’s representatives, successors and assigns.

1.1.2 “Site Engineer” shall mean an Engineer appointed by the SBI whether incorporated or not, undertaking the works and shall include legal personal representative to give instructions to the contractors.

1.1.3 “The Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

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

1.1.4 “Resident Engineer” shall mean the representative of the Architect / consultant.

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

1.1.6 “Specifications” shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect / consultant “Month” means calendar month.

1.1.7 “Week” means seven consecutive days.

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

## **CLAUSE**

### **2.0 Total Security Deposit**

Total Security deposit comprise of:

Earnest Money Deposit

Initial Security Deposit

Retention Money

#### **a) Earnest Money Deposit:**

The tenderer shall furnish EMD in the form of Demand draft or Bankers Cheque drawn in favor of State Bank of India, on any Scheduled Bank payable at **LUDHIANA**. 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 (ISD)**

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.

### **3.0 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.

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the latter shall be adopted.

iv) In case of difference between rates written in figures and words, the rate in words shall prevail.

v) Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.

#### **4.0 Scope of Work**

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

#### **5 (i) Letter of Acceptance**

Within the validity period of the tender the SBI shall issue a letter of acceptance either directly or through the architect by Email / registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the SBI and the contractor.

#### **5 (ii) Contract Agreement**

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

#### **6.0 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.

#### **7.0 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 program me 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.

#### **Copies of Agreement**

Two copies of agreement/tender document duly signed by both the parties with the drawings shall be

handed over to the contractors.

### **8.0 Liquidated Damages**

If the contractor fails to maintain the required progress in terms of clause 30 of 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 damages at the rate of 0.5% of the contract value per week subject to a maximum of 5% of the contract value.

### **9.0 Materials, Appliances and Employees**

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

The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contractor. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing under intimation of the Architect/Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

### **11.0 Setting out Work**

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

### **12.0 Protection of works and property**

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

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of

the contractors and the SBI and the original policy may be lodged with the SBI.

### **13.0 Inspection of Work**

The SBI/Architect/Consultant or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBI, Architect/Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI/Architect/Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance Commission.

### **14.0 Assignment and subletting**

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

### **15.0 Quality of Materials, Workmanship & Test**

(i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/Consultant instructions and shall be subject from time to time to such tests as the architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labor and materials

#### **(ii) Samples**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the Architect/ consultant. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect/consultant the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the Architect/Consultant for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The Architect/Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/ equipments etc shall be to the account of the contractor.

#### **(iii) Cost of tests**

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

#### **(iv) Cost of test not provided for**

If any test is ordered by the Architect/ Consultant which is either:

(a) If so intended by or provided for or (in the cases above mentioned) is not so particularized or through so intended or provided for but ordered by the Architect/Consultant which is either to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/approved laboratory, then the cost of such test shall be borne by the contractor.

#### **16.0 Obtaining Information related to execution of work**

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

#### **17.0 Contractor's superintendence**

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

#### **18.0 Quantities**

i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements

The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 22(e) hereof.

#### **19.0 Works to be measured**

The Architect/Consultant may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the Architect/Consultant shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall 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 M book. Should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Architect/consultant shall be final. All authorized extra work, omissions and all variations made shall be included in such measurements.

#### **20.0 Variations:**

No alteration, omission or variation ordered in writing by the Architect/Consultant shall vitiate the contract.

In case the SBI/Architect/Consultant thinks proper at any time during the progress of works to make any

alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

### **21.0 Valuation of Variations**

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

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

ii) Rates for all items, wherever possible should be derived out of the rates 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 shall within 7 days of the receipt of the letter of acceptance inform the Architect/Consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/Consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect/Consultant at or before the end of the week following that in which the work has been executed.

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

### **22.0 Final Measurement**

The measurement and valuation in respect of the contract shall be completed within 15 days 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 shall ensure that the following works have been completed to the satisfaction of the SBI.

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

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

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

d) Shall put the SBI in undisputed custody and possession of the site and all land allotted by the SBI.

e) Shall hand over the work in a peaceful manner to the SBI.

f) All defects/imperfections have been attended and rectified as pointed out by the SBI to the full satisfaction of SBI.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/Consultant for the certificate. If the Architect/Consultant is satisfied of the completion of the work, relative to which the completion certificate has been sought, the Architect/Consultant shall within fourteen(14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the SBI's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the SBI against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

#### **24.0 Work by other agencies**

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

#### **25.0 Insurance of Works**

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

#### **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.5.0lacs 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 damages costs, charges, and other expenses paid by the SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to 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 **60 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 Architect/Consultant, 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 labor to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect/Consultant. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect/ Consultant too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Architect/Consultant shall thereupon take such steps as considered necessary by the Architect/Consultant to expedite progress so as to complete the woks 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 save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect/Bank, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect/Bank. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality

of the part of the works being technically required and continued with the prior approval of the Architect/consultant at no extra cost to the SBI.

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

### **31.0 No compensation for 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 require the whole or any part of the work to be carried out, the Architect/Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect/Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

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

### **32.0 Suspension of work**

i) The contractor shall, on receipt of the order in writing of the Architect/ Consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect/ Consultant may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- a) On account any default on the part of the contractor, or
- b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
- c) For safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect/Consultant.

ii) If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above: The contractor shall be entitled to an extension of time equal to the period of 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 shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect/Consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI.

- a) To rescind the contract (of which rescission notice in writing to the contractor by the
- b) Architect/Consultant shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI.
  
- c) To employ labor paid by the SBI and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labor and materials (the cost of such labor and materials as worked out by the Architect/ Consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architect/Consultant as to the value of work done shall be final and conclusive against the contractor.
  
- d) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects/Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBI the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

#### **34.0 Owner's Right to Terminate the Contract**

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Government 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 Architect/Consultant that he is able to carry out and fulfill the contract, and to give security therefore if so required by the Architect/Consultant. Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the SBI through the Architect/Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under.

- a) Has abandoned the contract; or
  
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI through the Architect/Consultant written notice to proceed, or

c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed 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 through the Architect/Consultant that the said materials were condemned and rejected by the Architect/Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's or Architect's/Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the Architect/Consultant, may notwithstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect/Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI through the Architect/Consultant, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads, use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBI or the Architect/Consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the SBI sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBI incidental to the 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 7 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 1<sup>st</sup> 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. 2<sup>nd</sup> running payment will be released only after 75% work is complete. 3<sup>rd</sup> running payment will be released in exceptional circumstances only after the works are virtually complete. 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.

### **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 Regional Manager and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the 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 Regional Manager 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 Regional Manager-1 in writing in the manner and within the time aforesaid.

ii) The Regional Manager shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Regional Manager submit his claims to the conciliating authority namely the Dy. General Manager (B&O) for conciliation along with all details and copies of correspondence exchanged between him and the Regional Manager.

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 Dy. General Manager (B&O), LUDHIANA 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 Dy. General Manager (B&O). It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Dy. General Manager (B&O). Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

It is also a term of this contract that no person other than a person appointed by such Dy. General Manager (B&O), LUDHIANA aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

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

### **37.0 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.

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



Architect/Consultant.

### **38.0 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 approvals from the appropriate authorities, if required.

### **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 Architect/Bank shall be final and binding on the contractor.

### **41.0 Maintenance of Registers**

The contractor shall maintain the following registers as per the enclosed format at site of work and should produce the same for inspection of SBI/Architect/Consultant whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Government from time to time.

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

### **Clause 42.0**

#### **PRICE VARIATION ADJUSTMENT (PVA) FOR ALL MATERIALS (INCLUDING CEMENT & STEEL ) & LABOR**

#### **(Application only for completion period beyond 12 months)**

In partial modification on the provisions made elsewhere in this contract regarding rate quoted being not subject to any variations, price adjustment to the value of work payable to the Contractor at tendered rates shall be made toward variations in the prices of materials and labor in the manner specified hereunder:-

If after written order to commence the work and during the operative period of this contract including any authorized extensions of the original stipulated completion period:-

- (a) There be any variation in the Consumer Price Index – General Index- for industrial workers (Base 1982=100) (source – data published form time to time Indian Lanier Journal by the Labor Bureau, Government of India):

OR

- (b) There be any variation in the All Indian Wholesale Price Index for all commodities (Base 1993-94=100) (as published from time to time in the RBI Bulletin based on the date issued by the Officer of the Economic Advisor to the Government of India):

Price Variation Adjustment (PVA) towards (1) Labor Component and (2) Material Component shall be calculated in accordance with the formula A and B respectively, given below, subject to stipulations herein under mentioned:-

**FORMULA (A) FOR LABOR:**

$$CL = \frac{0.85P \times K1 \times (C1 - C0)}{100C0}$$

**FORMULA (B) FOR MATERIALS:**

$$VM = \frac{0.85X (P - Y) \times K2 \times (I1 - I0)}{100 I0}$$

Where-

- VL = Amount of price Variation Adjustment  
Increase or decrease in rupee due to labor component
- VM = Amount of price Variation Adjustment  
Increase or decrease in rupee account of materials component

NOTE: Bill period (noted hereunder) signifies the period of actual execution  
And not date of measurement or preparation of bill.

P = Cost of work done during the period under consideration (bill period)  
Excluding advance on material and/or adjustments there of.

Y = Cost of any other material supplied/ arranged by the Bank at fixed  
Price during the period under consideration (bill period)

K1 = Percentage of labor component calculated as indicated in note (1) below

K2 = Percentage of material component as indicated in note (2) below

CO = Consumer Price Index – General index Number for industrial workers (Base 1982 = 100) referred  
to at

(a) above, ruling on the last due date of receipt of tender, and as application to the centre, nearest to the place of work, for which the which the index is published)

C1 = Average of above mentioned Consumer Price Index number during the period under consideration (bill period)

I0 = All India Wholesale Price Index number for all commodities referred to at (b) above. Ruling on the last date for Receipt of tenders and as application to the center, nearest to the place of work for which the index is published.

I1 = Average of above mentioned monthly all India Wholesale Price Index number during the period under Consideration (bill period)

NOTE (1): K1 shall be taken as under:-

**Component of work K1**

- |   |    |
|---|----|
| a) Electrical work including ancillary works and external work<br>And R.C.C / tanks, Septic tanks, etc. if any of Sanitary and<br>Plumbing work | 30 |
| b) Sanitary and Plumbing works including fitting and fixtures<br>(internal work only)   | 20 |
| c) Electrical installation works including fitting and fixtures<br>(external & internal work only)  | 20 |

NOTE (2) : K2 shall be taken as under:-

**Component of work K2**

- |   |    |
|---|----|
| a) Electrical work including ancillary works as detailed<br>Under Note (1) (a) above                    | 70 |
| b) Sanitary and Plumbing works including fitting and fixtures<br>as detailed under Note (1) (b) above   | 80 |
| c) Electrical installation works including fitting and fixtures<br>as detailed under Note (1) (c) above | 80 |

**Stipulation:**

- (i) PVA clause is operative either way i.e. if the variations in above referred price indices are on the plus side. PVA shall be payable to the contractor and if they are on the negative side PVA shall be recoverable from the contractor for the respective bill period of occurrence of fluctuations.
- (ii) The rates quoted by the Contractor shall be treated as firm for the value of work required to be done in the first 12 months of the contract period from the date of written order to commence work and no PVA is admissible on the same on any grounds whatsoever. The value of work required to be done during the first 12 months of the contract period shall be taken as 80% of the value of work to be done on pro-rate basis in 12 months as compared to the total stipulated completion period. No PVA is admissible on the value of work required to be done in first 12 months as worked out above, even if this value of work is actually done in a period longer than 12 months. However, in case if any delay in the first 12 months due to genuine reasons which are not attributable to the contractor and which are beyond his control, such period of delay will be deducted from 12 months, and the value of work to be done will be 80% of the pro-rate value of work to be done in such reduced period on pro-rate basis.
- (iii) a) For works where the original stipulated period of completion is not more than 12 months, no PVA whatsoever is permissible under this clause. However, if the period of completion is delayed beyond 12 months on account of genuine reasons which are not attributable to the contractor and which are beyond his control, PVA will be admissible on the value of work done only in excess of value of work required to be done on a prorated basis in the first 12 months minus the period of such genuine delay.
- b) For purpose of admissibility of PVA all the cumulative period of extensions granted for reasons which are solely attributable to the contractor is excluded from the total extended period of the contracts and PVA shall not be admissible on the value of work done during such period of extensions, which are granted for keeping the contract current.
- c) Notwithstanding anything to the contrary mentioned in any other clause/clauses of the contract, extensions of the contract period shall be granted by the Architect only with prior approval of the Bank. Extensions granted by the Architect without Bank's prior approval shall not bind the Bank for payment of PVA for work done in the concerned period of extensions.
- (iv) a) Where the total cost of work done beyond the value of work required to be done in the first 12 months (vide note (ii) and (iii) above does not exceed Rs.50 lacs the total amount of PVA worked out on the basis of provisions of foregoing stipulations will be limited to an upper ceiling of 10% of such value of work done in excess of value of work required to be done in the first 12 months, minus the cost of any materials issued/arranged by the Bank at fixed prices i.e. P-Y (these terms being as per definitions given formulae A and B above).
- b) Where the total value of work done beyond the value of work required to be done in the first 12 months exceeds Rs.50 lacs, the PVA on the first Rs.50 lacs will be calculated as provided for in the foregoing para and for the balance value of work done for which PVA is admissible subject to foregoing conditions, the PVA will have the upper ceiling of 10% but it

will be worked out at a lower rate i.e. 80% of the amount worked out as per the formulae A and B referred to earlier.

- (v) In working out the amount of PVA as per all the foregoing stipulations, value of such extra items or such portions of extra items the rates of which are derived from the prevailing market rates of materials and labor will not be included in the value of work done. Value of only such extra items or such portions of extra items, rates of which are derived entirely from tendered rates will be included in the value of work on which PVA as calculated.
- (vi) For claiming the payment for PVA the contractor shall keep such books of accounts and other documents, vouchers receipts etc. as may be required by the Bank/Architect, for verification of the increased claims or reduction to be made as the case may be and he shall also allow Engineers and/or other duly authorized representatives of the Bank/Architects and furnish such information as may be required or called for the enable verification of the claim within a week of such request.
- (vii) The contractor is required to submit to Bank, through the Architect, his claims for PVA separately for each running Bill for the individual bill periods for the work paid to him by the Bank. He will also be required to submit detailed calculations in support of the claims.
- (viii) No claim will be entertained from the contractor for interest or any other grounds for non-payment or for any delay in payment of PVA due to late publication or non-availability of the necessary price indices or due to delay in preparation of the running of final bills
- (ix) In view of adjustments for variations in process of materials and labor which have been covered in this clause no other adjustments for any reason whatsoever like statutory measures, taxes, levies, etc will be allowed.

#### **43.0 Force Majeure**

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

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

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 cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

43.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of

force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

#### **44.0 Local Laws, Acts, Regulations**

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

- i) Minimum Wages Act, 1948 (Amended)
- ii) Payment of Wages Act 1936 (Amended)
- iii) Workmen's Compensation Act 1923 (Amended)
- iv) Contract Labor 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.

#### **45.0 SAFETY CODE:**

##### **SAFETY MEASURES AT SITE:**

1. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
2. First Aid Box should be kept at site with all requisite materials.
3. No one should be allowed to inspect / work at a height without Safety Belt.
4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder issued for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
5. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or

staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

6. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.

7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.

8. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in run ladder shall in no case be less than 30cms for ladder upto and including 6 Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30cms.

9. Adequate precautions shall be taken to prevent danger from electrical equipments. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.

10. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

11. Before any demolition work is commenced and also during the process of the work :-

a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected;

b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.

d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

f) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.

g) Those engaged in welding works shall be provided with Welder's protective eye-shields.

h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

i) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

12. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions:-

a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.

b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.

d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.

e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

f) Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.

g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices, mentioned or described herein shall be maintained in



safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

**46.0 Accidents**

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

**50. BANK'S BUILDING CONSTRUCTION PROJECTS – MAINTENANCE OF RECORDS**

<b>A.</b>	<b>Registers at the site office of the Bank's Engineer:</b>
<b>1</b>	Measurement Books.
<b>2</b>	Cement Register (Daily Record).
<b>3</b>	Steel Register.
<b>4</b>	Steel Consumption Register – Bill wise.
<b>5</b>	Drawing register.
<b>6</b>	Materials at site register.
<b>7</b>	Hindrance Register.
<b>8</b>	Concrete cube Test Register.
<b>9</b>	File and Register for extra / variation items.
<b>10</b>	Materials test Register and File.
<b>11</b>	Site Order Book (in triplicate)
<b>12</b>	Lead caulking Register.
<b>13</b>	Labor Report and progress Report Register.
<b>14</b>	Site Visit & Instructions Register.
<b>15</b>	Certified true copies of the contracts.

## **SPECIAL CONDITION OF CONTRACT**

### **Scope of work**

- 1.0 The scope of work is to carry out for the Proposed Electrical work For State Bank Of India Branch At Pakhowal Branch, LUDHIANA, PUNJAB
- 2.0 Address of site The site is located at state bank of India, **Pakhowal Branch (50980), Ludhiana, PUNJAB.**
- 3.0 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.
- 4.0 Notice of operation the contractor shall not carry out any important operation without the Consent in with from the Architect /consultant:
- 5.0 Construction records the contractor shall keep and provide to the Architect / consultant full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as construction.
- 6.0 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.
- 7.0 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.
- 8.0 Water power and other facilities
  - a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers If necessary  
the contractor has to sink 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 as instructed.
  - 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 contractor and charges payable for

permanent connections, if any, shall be initially paid by the contractor and the STATE BANK OF INDIA will reimburse the amount on production of receipts

d) The STATE BANK OF INDIA 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

9.0 Facilities for contractor's employees The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

10.0 Lighting of works The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

11.0 Firefighting arrangements

- i) The contractor shall provide suitable arrangement for firefighting at his own cost. This purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water 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

12.0 Site order book

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

#### 13.0 Temporary fencing/ barricading

The contractor shall provide and maintain a suitable temporary fencing / barricading and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the Architect / consultant and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

#### 14.0 Site meetings

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the Architect/ consultant. -

#### 15.0 Disposal of refuse

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the Architect / consultant at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the

construction site or any other off-site activities borrow pits has been properly disposed of.

#### 16.0 Contractor to verify site measurement

The contractor shall check and verify all site measurements whenever requested other specialist 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.

#### 17.0 Displaying the name of the work.

The contractor shall put up a name board of suitable size as directed by the Architect/ consultant indicating there in the name of the project and other details as given by the Architect/consultant at his own cost and remove the same on completion of work.

#### 18.0 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 incorporated 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.

19.0 Approved make The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized agency for the waterproofing anti-termite, aluminum doors and windows and any other item as specified in the tender. The Architect / Consultant may approve any make / agency within the approved list as given in the tender after inspection of the sample/mock up.

20.0 Procurement of materials

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

21.0 Excise Duty, Taxes, Leve is 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.

22.0 Acceptance of tender

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

23.1 Photographs:

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

## ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper of Rs. 500/- or as per latest Govt. Rules) ARTICLES OF AGREEMENT made the \_\_\_\_\_ date of \_\_\_\_\_ between Regional Manager, Fountain Chowk, Civil Lines, Ludhiana. having its Regional Business Office-2 at Ludhiana hereinafter called "the Service Provider" of the One Part and WHEREAS the State Bank Of India Pvt. Ltd. is desirous \_\_\_\_\_ of and has caused specifications describing the work to be done to be prepared by State Bank Of India. and WHEREAS the said Drawings numbered \_\_\_\_\_ to \_\_\_\_\_ inclusive, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto. AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth herein in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said conditions") the works shown upon the said Drawings and / or described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount.")

### NOW IT IS HEREBY AGREED AS FOLLOWS:

- In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
- The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
- The term "The Architects" in the said Conditions shall mean the State Bank of India, or in the event of their ceasing to be the Architects for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer, PROVIDED ALWAYS that no person or persons subsequently appointed to be Architects under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the outgoing Architects for the time being.
- The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.
- The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
- This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work in respect of the entire building complex to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities and Rates or as provided in the said Conditions.
- The Contractor shall afford every reasonable facility for the carrying out of all works relating to Civil works, installation of lifts, Telephone, Electrical installations, fittings air-conditioning and

other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.

- The State Bank Of India reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
- Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 14<sup>th</sup> day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within **60 Days** subject to nevertheless the provisions for extension of time.
- All payments by the SBI under this Contract will be made only at LUDHIANA.
- All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at LUDHIANA and only the Courts in LUDHIANA shall have jurisdiction to determine the same.
- That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

In Witness Whereof THE State Bank of India and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

Signature Clause

Signed and Delivered by the

\_\_\_\_\_

By the (Employer)

Hand of Shri. \_\_\_\_\_

(Name and Designation)

In the presence of:

1) Shri / Smt. \_\_\_\_\_

(Signature of Employer)

(Signature of Witness)

Address \_\_\_\_\_ (Witness)

Signed and Delivered by the

\_\_\_\_\_ by the

(Contractor)

(Signature of Contractors) In the presence of:

Shri / Smt. \_\_\_\_\_

(Signature of Witness)

Address \_\_\_\_\_

(Witness)



## 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 running 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.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be durable quality and adequate strength and free from defects.

**APPENDIX HEREIN BEFORE REFERRED TO**

1. Name of the organization Offering Contract:  
The Regional Manager  
State Bank of India,  
RBO-2, Civil Lines,  
Ludhiana,
2. Consultants : NA  
Site Address : State Bank Of India, Pakhowal Branch  
(50980), Ludhiana, Punjab.
3. Scope of Work : Electrical work
4. Name of the Contractor : -----
5. Address of the Contractor : -----
6. Period of Completion : 60 **Days** from the date of  
Commencement
7. Earnest Money Deposit : **Rs. 7300/- (Seven Thousand Three Hundred Only)**  
  
Demand Draft / Pay Order (Valid for a period of 60 Days  
from the last date of submission of the tender) from any  
scheduled Nationalized Bank drawn in favor of SBI and  
payable in LUDHIANA (PB.)
8. Retention Money : As per clause no. 11(a) of general Conditions
9. Defects Liability Period : 12 Months from the date of  
Virtual Completion.
10. Insurance to be undertaken by the : 125% of Contract Value Contractor at his cost  
(Contractor's all risk policy)
11. Liquidated damages : 0.5% of the Contract amount shown  
in the tender per week subject to max. 5% of  
the contract value or actual final bill value.
12. Value of Interim Bill (Min.) : **Nil.**
13. Date of Commencement : 7 days from the date of acceptance

letter is issued to the Contractor/ or the day on which the Contractor is instructed to take possession of the site whichever is earlier.

14. Period of Final Measurement : 2 Months from the date of Virtual Completion.
15. Initial Security Deposit : **2%** of the Accepted Value of the Tender. (Clause No. 22)
16. Total Security Deposit : As per clause No. 11 a
17. Refund of initial Security Deposit  
Comprising of EMD and ISD. : 50% of the Security Deposit shall be refunded to The Contractor on completion of the work and Balance refunded only after the Defect Liability Period is over.
18. Period for Honoring Certificate :  
1. One Month for R.A. Bills  
2. The final bill will be submitted by the Contractor within one month of the date fixed for completion work and the Bill shall be certified within  
3. months from the date of receipt of final bill provided the bills are submitted with all pre-requisite documents/test reports etc. prescribed in the tender.

Signature of Tender Date:

**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	

Up-to Previous R.A. Bill		Up Date (Gross		Present Bill	
Quantity	Amount (Rs.)	Quantity	Amount (Rs.)	Quantity	Amount (Rs.)
6		7		8	

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

TABLE - XIV

**ACCOUNT OF SECURED ADVANCE, IF ADMISSIBLE ON  
MATERIALS HELD AT SITE BY THE CONTRACTOR**

S. No.	Item	Quantity	Unit	Amount	Remarks
1	2	3	4	5	6

Total value of materials at Site.

Secured Advance @ ----- of above value - B

**CERTIFIED:**

- That the materials mentioned above have actually been brought by the Contractor to the site of the work and on advance on any quantity of any of this item is outstanding on their security.
- That the materials (are of imperishable nature) and are all required by the Contractor for use in the work in connection with the items for which rates of finished work have been agreed upon.

Dated Signature of Site Engineer  
Preparing the bill  
Rank

Date signature of  
Banks Architects-----  
(Name of the Architects)

Dated Signature of the  
Contractor

**MEMORANDUM FOR PAYMENT**

R/A BILL NO.

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

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

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

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

Date: .....

Signature of the Regional Manager



**(For Electrical/ Networking Tenders)**

Sr. No	Name of Various Items	Makes
(A)	Electrical Wiring / Cabling/ Earthing	
1	Wires	Havells/ KEI/Finolex/Polycab
2	Copper/ Aluminium Power Cables	Havells/Polycab/Finolex/KEI
3	Telephone Cables	Delton/Finolex/Polycab
4	PVC Conduit	ISI Marked
5	MS Conduit	Anchor/North West ISI Marked
6	GI Pipe	ISI Marked
7	Switches/ Sockets (Modular)	Anchor/Crabtree/North-West/MK
8	Raceways	MK /North-West
9	Data cabling- Cat 6	Lucent/HCL/IBM/AMP/Krone/D- Link/ Molex
10	Information Outlets	Lucent/HCL/IBM/AMP/Krone/D-Link/ Molex/Legrand
11	Jack panel	Lucent/HCL/IBM/AMP/Krone/D-Link/ Molex/Digilink/Legrand
12	Network Switches	3 COM/INTEL/COMPAX/SMC/D-Link/ Lanbit/Digilink/Legrand
(B)	Main Panel/Distribution Board/ Switches etc.	
1	ELCB/RCCB	Indoasian/Hager/Legrand/L&T
2	MCB and Distribution boards, Metal Clad sockets and MCBs	Havells/ Indoasian /Standard/ Hager/ Legrand/L&T
3	MCCBs	Havells /Indo Asian/ Legrand/L&T
4	Switch Fuse Unit/ Fuse Switch Unit	L&T/C&S/GE
5	Rewireable Switches	Havells/Standard/HPL
6	Change Over Switches	Havells/Standard/HPL/C&S
7	Kit Kats	Havells/Standard/GECO
8	Ammeter/Voltmeter	Automatic Electric/Rishab/Essma
9	Selector Switch	L&T/ Kay Cee/HPL
10	C/Ts	Automatic Electric/Rishab/Essma
11	Led indicators	L&T/C&S
12	Cable Glands	HMI/BBI/Commet
13	Lugs/Ferrules	Esscon/Jainson
14	Capacitors/for PF improvement	Asian/Epcos
(C)	Electrical Fixtures	
1	Light Fittings <ul style="list-style-type: none"><li>• 2`X2`LightFittingsWithLED</li><li>• 4`LightFittingwithT5Lamps iii Down lighter-LED</li></ul>	Philips/Crompton/Wipro Philips/Crompton/Wipro Philips/Crompton/Wipro

2	Ceiling Fans <ul style="list-style-type: none"> <li>• General Purpose</li> <li>• Energy Efficient Ceiling Fans</li> </ul>	Crompton/Usha/Bajaj
3	Wall Fans	Havells/Crompton/Bajaj/Usha

- NB. 1. The contractor should obtain prior approval from Employer / Consultants before placing order for any specific materials. Employer may / delete any of the makes or brands out of the above list.
2. All materials should conform to relevant standards and codes of BIS.
3. Materials with I.S.I. mark shall be used duly approved by the STATE BANK OF INDIA Engineer / Architect.

Note: - If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the STATE BANK OF INDIA. The same will not be considered for payment.

Signature & Seal of the Contractor

**Restrictions under Rule 144(XI) of General Financial Rules 2017 of Ministry of Finance, India order no. F. No 6/18/2019/PPD dated 23<sup>rd</sup> July 2020.**

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority (registration committee constituted by the Department for Promotion of Industry and Internal Trade).
2. 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in r.P. rt; iin contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not foiling in only of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. 'Bidder from a country which shares a land border with India (such a country)' for this purpose means:
  - a) An entity incorporated, established registered in Gush a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established ur registered in such a country; or
  - d) An entity whose *beneficial owner* is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The *beneficial owner* for the purpose of (iii) above will be as under:

In case of A Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling interest or who exercises control through other means.

**Explanation-**

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
  - b) "Control " shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder s agreements or voting agreements;
- In case of a partnership firm, the *beneficial owner* is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - In case of an unincorporated association or body of Individuals, the *beneficial owner* is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or the capital or profits of such association or body of individuals;
  - Where no natural person is identified under (1) or (2) or (3) above, the *beneficial owner* is the

- relevant natural person who holds the position of senior managing official;
- In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  - 5. An Agent is a person to do any act for another, or to represent another in dealings with third person.
6. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Com patent Authority.
7. All bidders need to submit a declaration -cum-certificate (along with evidence) in this regard as per

"Annexure..... Failure to submit such valid declaration-cum-Certificate will make the bid liable for rejection."

Signature & Seal of the Contractor