

# STATE BANK OF INDIA

INVITES ONLINE E-TENDERS

FOR

**CIVIL WORK  
OF  
COMPOUND WALL AT R-SETI , JUNAGADH**

**SBI RSETI, NEAR JILLA SIKSHAN & TALIM BHAVAN, BILKHA ROAD ,  
JUNAGADH - 362001**

FROM

**THE CIVIL CONTRACTORS EMPANELLED FOR AHMEDABAD CIRCLE UNDER THE  
25 LAKHS & ABOVE CATEGORY OF (AS PER THE LIST ENCLOSED)**

THE LAST DATE OF SUBMISSION OF ONLINE TECHNICAL BID AND ONLINE SEALED PRICE BID:

**05-09-2024 by 03:30 PM**

NO PHYSICAL SUBMISSION OF DOCUMENTS REQUIRED EXCEPT PROCESS COMPLIANCE FORM.

**PART – A: TECHNICAL BID**

**TENDER SUBMITTED BY:**

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

ADDRESS : \_\_\_\_\_

DATE : \_\_\_\_\_

**Architect:**

**SONAL HITESH PARIKH**

F10, 11th Floor, Pent House, Revati tower  
Behind Hotel Courtyard Marriott, Ramdevnagar # road  
Satellite Ahmedabad 380 015  
M:9099014885 [ar.shparikh@gmail.com](mailto:ar.shparikh@gmail.com)

## NOTICE INVITING TENDERS

SBI invites E-tender through its Architect M/s. SONAL HITESH PARIKH "Online e-tenders in two bid system i.e. online technical bid and indicative price from the SBI Empanelled CIVIL contractors under the UP TO 25 lakhs & above category of (as per the list enclosed) of Ahmedabad Circle for CIVIL works of COMPOUND WALL AT SBI R SETI JUNAGDH.

The details of tender are as under:

S.	Description	
1.	Name of work	<b>CIVIL WORKS of COMPOUND WALL AT SBI R SETI JUNAGDH</b>
2.	Nature of Work	<u>CIVIL WORK</u>
3.	Time allowed for completion	70 Days from date of acceptance of work order.
4.	Tender Fees	<b>NA</b>
5.	Earnest Money Deposit	<b>Rs. 27,900.00</b> /-by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of <b>State Bank of India, payable at JUNAGADH .[Those registered with MSMEUDYAM need not submitted EMD. Instead DD, Valid MSME UDHYAM certificate shall be uploaded]</b>
6.	Initial Security Deposit	2% including EMD
7.	Total Security deposit	5% of the final bill amount
8.	Start and end date for downloading of tender documents form Bank's website	<b>21-08-2024 to 05-09-2024.</b> at <a href="http://www.sbi.co.in">www.sbi.co.in</a> under <Link><SBI in the news >procurement news.
9.	Last date & time for submission of online Technical bid and Indicative Price Bid	<b>05-09-24 by 03:00 PM</b>
10.	Address at which EMD & Process compliance form has to be submitted	REGION - IV , JUNAGADH. STATE BANK OF INDIA, REGIONAL BUSINESS OFFICE,3RD FLOOR, MERRYGOLD - 3, OPP. BAHAUDDIN COLLEGE, JUNAGADH - 362001
11.	Date and time of opening of online Technical bid & Indicative Price bid at SBI address mentioned at Sr. No.10	<b>05-09-24 at 03:30 PM</b>

12.	E-Tendering will be conducted by our approved e-tendering consultant	e-Procurement technologies Limited, Ahmedabad. 1. Salina Motani:- 079-68136843, <a href="mailto:salina.motani@eptl.in">salina.motani@eptl.in</a> 2. Jaymeet Rathod:- 079-68136829, <a href="mailto:jaymeet.rathod@eptl.in">jaymeet.rathod@eptl.in</a> 3. Kanchan Kumari:- 079-68136820, <a href="mailto:kanchan.k@eptl.in">kanchan.k@eptl.in</a> 4. Vinayak Khambe:- 079-68136835, <a href="mailto:vinayak.k@eptl.in">vinayak.k@eptl.in</a> 5. Anshul Juneja:- 079-68136840, <a href="mailto:anshul.juneja@eptl.in">anshul.juneja@eptl.in</a> 6. Nandan Valera:- 079-68136843, <a href="mailto:nandan.v@eptl.in">nandan.v@eptl.in</a> 7. Hemangi Patel:- 079-68136852, <a href="mailto:hemangi@eptl.in">hemangi@eptl.in</a> 8. Nadeem Mansuri:- 079-68136853, <a href="mailto:nadeem@eptl.in">nadeem@eptl.in</a> 9. Deepak Narekar:- 079-68136863, <a href="mailto:deepak@eptl.in">deepak@eptl.in</a> 10. Sujith Nair:- 079-68136857, <a href="mailto:sujith@eptl.in">sujith@eptl.in</a> 11. Devang Patel:- 079-68136859, <a href="mailto:devang@eptl.in">devang@eptl.in</a> Primary Contact Numbers :- +91-9081000427, 9904407997 Name: Mr. Udit Yadav Email: <a href="mailto:udit@auctiontiger.net">udit@auctiontiger.net</a> Phone: 079 6813 6815   Cell: +91 6354919566
13.	Date & time for e-reverse auction	NA
14.	Liquidated Damages	0.50% of contract amount per weeks subject to max. 5% of contract value or final bill value.
15.	Rates	Rates quoted shall be inclusive of all existing & future (including variation) taxes, duties, levies, royalties, transportation, other incidental charges, WCT etc. PVA & PVA Clause shall not be applicable. <u>Note: GST will be paid Extra as per Applicable norms.</u> If any tenderer puts any condition/anything/any taxes extra over and above their quoted rates the tender shall be summarily rejected.
16.	Defects Liability Period	12 Months from the date of Virtual Completion
17.	Validity of offer	90 days from the date of opening of Price-bid
18.	Value of Interim Certificate	One Running A/c. Bill be paid ( <b>70% OF WORK DONE</b> ) on completion of work for minimum Rs. 20 Lakhs on submission of details of the work done with detailed measurement sheet & the item wise status of the work. Payment against Running A/C. bill shall be made within 7 days of receipt of recommendation of the Architects. <b>Final Bill</b> will be paid against the detailed bills submitted ( <b>Along with all supporting document as listed in important notes</b> ) by the contractor to the Architects on successful completion of the work. Payment against Final bill shall be made within 15 days of receipt of recommendation of the Architects. The Architects shall check the bill & issue the payment certificate within 15 days from the date of submission of the bill to them).
19.	Insurance	The contractor shall obtain all necessary insurance policies as per the governing laws applicable at the centre & shall require to produce the original policy of Insurance & receipt of the premium as applicable in the

		matter to the Architect/Bank.
20.	<b>Water and Electricity</b>	If contractor is permitted to use SBI source of water & electricity, the SBI will recover @ 0.5% of contract amount from the final bill of contractor. <b>However further distribution &amp; extension &amp; light fixtures etc. With required MCB switches, switch boards, lamp, tube etc. shall be arranged by the contractor at their own cost within the accepted tender amount. <u>Bank will recover 0.5% of the final bill amount towards consumption of water &amp; electricity.</u></b>
21	Tenders can be downloaded from the bank's website <a href="http://www.sbi.co.in">www.sbi.co.in</a> (link)<SBI In the news<Procurement News>. It shall be responsibility of the contractor to timely submit the technical and financial bid. SBI, in no case shall be responsible for site issues/ delay in tender submission.	
22	the contractor shall read and understand each page of the tender document thereby ensuring the number and sequence of all pages.	
23	No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before submission of final quote. else their bid will be rejected.	
24	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. <b>VENDORS / CIVIL CONTRACTOR, THOSE WHO HAVE DELAYED THE PROJECT UNDER JURISDICTION OF SBI BHAVNAGAR &amp; RAJKOT MODULE, COULD BE TECHNICALLY DISQUALIFIED AMONG THE CONCENT OF TECHNICAL SCRUTINY.</b>	
25	Tenders received without EMD and Process Compliance Form shall be summarily rejected and such tenders shall not be allowed to participate in the Price bid process/ rejected/ not considered.	
26	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.	
27	SBI has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.	
28	The Bank will place order as per its requirement and quoting minimum rate for any category does not provide any guarantee for receiving order for that item by the firm who quotes lowest rates.	
29	Bank reserves right to cancel any / all tender sat any stage without assigning any reasons.	
30	The Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other condition if his tender is accepted in parts.	
31	In case the date of online tendering is declared as a holiday, the online tendering will be conducted on the next working day at the same time.	
32	SBI reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. For any clarification regarding E-Tendering procedure, System requirements etc please contact <b>E-Procurement technologies Limited, Ahmedabad.</b> , whose address is mentioned in the NIT.	
33	It is vendor's/supplier's responsibility to be well prepared and get ready with E-Tendering procedures & well equipped with all requirements. SBI will not take any responsibility of delay in submission due to EMD, slow internet connectivity, system failures etc.	
34	<b>ONE RUNNING BILL &amp; THEN ONLY FINAL PAYMENT WILL BE MADE</b>	

Yours Faithfully,

(For and on behalf of SBI)

REGION - IV , JUNAGADH. SBI, REGIONAL BUSINESS OFFICE,

LIST OF EMPANELLED CIVIL CONTRACTORS UP TO Rs.25.00 LAKH.

<b>Sl. No.</b>	<b>NameandAddress</b>	<b>ContactDetails</b>
1	<b>FIRM-AMULTRADERS</b>	9825005970 nineshipanchigar@gmail.com
	35, PRASHANT PARK SOCIETY, BEHIND FATEHNAGAR, NR. DHANVANTARIGARDEN, PALDI, AHMEDABAD-380007	
2	<b>Decora</b> 40, Mahavir Nagar Society, Nr. L.J. College, Vastrapur, Ahmedabad - 380015	9825073947 decora1967@gmail.com
3	<b>PARASENTERPRISE</b>	9824216799 parasenterprise_ahd@yahoo.in
	2514 OPP MUNICIPAL SCHOOL, SHAHPUR, AHMEDABAD - 380001	

LIST OF EMPANELLED CIVIL CONTRACTORS UP TO Rs.50.00LAKH.

<b>Sl.No</b>	<b>NameandAddress</b>	<b>ContactDetails</b>
1	<b>FIRM- R.S.ENTERPRISES</b>	9826961063 rsenterprises73@gmail.com
	Head Office-C-74, patelnagar, raisen road, bhopal - 462021. Branch Office - Bhasan Singh, 236/6 Shiv Nagar Colony, Gandhidham - Kutch, Gujarat - 370201.	
2	<b>FORM-MUKUNDFURNITURE</b>	9081115137 9081113137 7700005152 mukundfurniture@gmail.com
	683/1, GANESH TEMPLE ROAD, MOTA THAKOR VAS, OPP. VANKARVAS, B/h. NIRMAN NAGAR SOCIETY, VATVA GAM, AHMEDABAD-382440	
3	<b>FIRM-M[SDEVI KRUPA CORPORATION</b>	9825068135 9825068135 devikrupac@yahoo.com
	65 KANAN RESIDENCY, B/h ANCHAYATOFFICE, NANA CHILODA, AHMEDABAD-382330	
4	<b>FIRM-M [SRAJESHR CHANDARANA,</b> SHIVSHAKTI COMPLEX, HIGH COURT ROAD, BHAVNAGAR.	9825030671, 9825198571 sawanhelly@yahoo.com
5	<b>FIRM-NAGESWARENTERPRISE</b>	9825801447, 0265-2359973, upadhyay_shailesh@yahoo.com
	GF-8, ANANNYA COMPLEX, AKSHARCHOWK, OLDPADRA ROAD, VADODARA-390020	
6	<b>DeviKrupa</b> 26/A, Jivrajpark Society, B/h Sahjanand Tower, Jivrajpark Cross Road, Vejalpur, Ahmedabad - 380051	9925039223 9925039224 devikrupa9297@yahoo.com
7	<b>VardhanConstruction</b>	0265-3591656, 7990251062, 9825533571 vardhan.construction@yahoo.com
	Narendra Sharma 202, Vanshika Residency, 12, Utkanth Society, Behind Alkapuri Club, Alkapuri, Vadodara-390007	

**LIS TO FEMPANELLED CIVIL CONTRACTOR UP TO RS.100.00 LAKH**

Sl.No	NameandAddress	ContactDetails
	<b>Firm-ShreeSai Construction.</b> E-402SHIKHAR-1,BEHIND ABHAYNAGAR SOCIETY NEARARUNACHALCHARRASTA BEHINDSANGRILA SUBHANPURA,VADODARA-390023	9426007886 9427612103 shyamprasad.kumble@gmail.com
2	<b>FIRM-AKLINGJI CONSTRUCTION</b>  203,REGENCYBUILDING, RAVESIAPARK,MORARJICIRCLE GIDC- VAPI 396195,DISTRICT-VALSAD	9426801431  aklingjiconstruction@gmail.com
3	<b>FIRM-N.K.ASSOCIATES</b> 13,KAMLAPARKSOCIETY, MAIN RANDEERROAD, SURAT - 9.	91-9824199146 nk_associates@yahoo.com.
4	<b>FIRM - MLSSAMVITBUILD CAREPVT.LTD.</b> 11,NEWALKAPURISOCIETY, OPP.GULMORFLATS, GULBAI TEKRA,AHMEDABAD-380015	97244525205 info@samvitgroup.net
5	<b>FIRM- UMESHENGINEERING WORKS</b> GALA NO.A-10, D.M.SINGH COMPOUND, OPP. SHRADDHA TOWER,THAKURCOMPLEX, KANDIVALI(EAST),MUMBAI-400101.	9821098131 umeshengineering@gmail.com
6	<b>M/S Paval</b> 12/E, Shilpalay Shopping Centre,B/H OldAnjaliCinema, Vasna,Ahmedabad-280007	9426485544,9825077428 manan.2407@gmaii.com
7	<b>Patel ConstructionCo.</b> 18/Sanket Complex,Near GaganGuestHouse,N.H.No.08, Naroda - Ahmedabad	9427007484 pate1constructioncompany99@yahoo.com
8	<b>MS SHAH &amp; ASSOCIATES</b> 1111STFLOOR, BALAJI ARCADE, SVROAD,KANDIVALI (W),MUMBAI-400067	8976001855 EMAIL -msshah_1@rediffmail.com
9	<b>DGCONSTRUCTIONS2/17</b> ASHRAYAPARTMENTS,NEXTTO HPPETROLPUMP,JUDGES BUNGLORAOD,BODAKDEV, AHMEDABAD- 380054	9725478888,9898581314EMAIL - dgconstructions291@yahoo.com
10	<b>MLSBHAVESHENTERPRISE</b> BALLAJISHOPPINGARCADE, SHOPNO115,1STFLOOR,SV ROAD, KANDIVALI (W),MUMBAI-400067	9892030431 be1979@rediffmail.com
11	<b>YMINFRACO.</b> A 104 RUDRAAPARTMENT, NANBHAWADI, NR TAKTESHWARTEMPLE, BHAVNAGAR	9825498095,9825300586E MAIL- yminfraco@yahoo.com
12	<b>ARIHANTDECOR,</b> 301 WAIKIKI APARTMENT, ANAND NAGAR,NEARVARTAK SCHOOL,VASAI(W)PALGHAR	9326877256,9511637029  nirav_cshah@yahoo.co.in

**LIST OF EMPANELLED CIVIL CONTRACTOR UP TO RS.200.00 LAKH**

<b>SI. No.</b>	<b>Name and Address</b>	<b>Contact Details</b>
1	<b>Pooran Chand Sharma &amp; Sons</b>	9810111055 sds.pcass@gmail.com
	1/70W.H.S.KirtiNagar,New Delhi - 110015	
2	<b>MJS TezCororation</b>	9426020113 tez267@gmail.com
	A/55, Akruiti Society, Ajay Tenaments-5, VastralRoad, Ahmedabad- 382418	
3	<b>MilindConstruction</b>	079-26607346,9898058957 milind.3027@gmail.com
	MilindJayantilalPatel A/10, Madhav Appartment,B/h Vasna Bus-stop,Opp.Municipal Garden, Vasna, Ahmedabad -380007	
4	<b>SHAHASSOCIATES.</b>	02832-226067,9825228305 shahassociatesl@gmail.com
	OPPLAXMIBHAVAN,NEW STATIONROAD,BHUJKUTCHH- 370001	

**LIST OF EMPANELLED CIVIL CONTRACTOR UP TO RS.500.00 LAKH**

<b>SI.No.</b>	<b>Name and Address</b>	<b>Contact Details</b>
1	<b>Firm- BHAVANI CONSTRUCTIONCOMPANY</b>	9427262860, 9428078876. bhavani_const@yahoo.in
	SHOP NO-212, 2ND FLOOR RATNADEEPCOMPLEX,OPP. CENTRALSELT,WAGHAWADI ROAD,BHAVNAGAR-327,900.001	
2	<b>MAHENDRAREALTORS&amp; INFRASTRUCTUREPVTLD</b>	022-28828239,28807684  <a href="mailto:info@mripl.net">info@mripl.net</a> , <a href="mailto:tenders@mripl.net">tenders@mripl.net</a>
	603 QUANTUM TOWER, 6TH FLOOR,RAMBAUGLANE,NEXT TO SBI MALAD WEST INDUSTRIALBRANCH, MALAD(W)MUMBAI-400064	
3	<b>MAHENDRUCONSULTANTS,</b>	011-25289843,9818446200 mahendruconsultants@gmail.com
	16 VINDHYACHAL APARTMENTS,INDERENCLAVE, NEW DELHI : 110087	

# STATE BANK OF INDIA

## FORM TENDER

To,  
REGION - IV , JUNAGADH.  
SBI, REGIONAL BUSINESS OFFICE,  
3RD FLOOR, MERRYGOLD - 3, OPP. BAHAUDDIN COLLEGE, JUNAGADH - 362001

Dear Sir,

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

### MEMORANDUM

Description of work	Proposed CIVIL works OF <u>COMPOUND WALL AT R-SETI , JUNAGADH</u>
<b>Earnest Money</b>	<b>Rs. 27,900.00</b> by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of <b>State Bank of India, payable at JUNAGADH</b> )
Percentage, if any, to be deducted from Bills and total amount to be retained	<del>10 % from Running Bills, subject to maximum Total-3% of contract amount or actual Final Bill value.</del>
Time allowed for completion of the Works from 3 dayS after the date of written order or date of handing over of the site (whichever is later) to commence the work	70 days

Should I / We fail to execute the Contract when called upon to do so I/ We do hereby agree that suitable action shall be initiated against us by SBI. This may also include debarring of my empanelment for an year or so.

1) Our Bankers are: i) \_\_\_\_\_ ii) \_\_\_\_\_

The names of partners of our firm are: i) \_\_\_\_\_ ii) \_\_\_\_\_

Name of the partner of the firm Authorized to sign

Or

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

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

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses i)

ii)SAMPLE BUISNESS RULE DOCUMENT



**Business rules for E-tendering:**

1. Only AHMEDABAD CIRCLE **empanelled CIVIL contractors** under appropriate category who are invited by the project Architect/SBI shall only be eligible to participate.
2. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBI will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
6. E-tendering will be conducted on schedule date & time.
7. **The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

**(B) Terms & conditions of E-tendering:**

SBI shall finalize the Tender through e-tendering mode for which **E-Procurement technologies Limited, Ahmedabad.**, has been engaged by SBI an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

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

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

1. **E-Procurement technologies Limited, Ahmedabad.**, shall arrange to train you nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
2. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
3. **BID PRICE:** The Bidder has to quote the rate as per the Tender Document provided by SBI their appointed Architects.
4. **VALIDITY OF BIDS:** The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
5. **Procedure of E-tendering:**

i. **Online E-tendering:**

- (a) The hard copy of the Technical as well as Price Bid is available on the Bank's website during the period specified in the NIT.
- (b) Online e-tendering is open to the empanelled bidders who receive NIT from the Architect and qualified for participating in the price bidding as provisions mentioned hereinabove through SBI approved Service Provider.
- (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in rates
- (d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
- (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as "**Incomplete Tender**" and shall be liable for rejection.

LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by **E-Procurement technologies Limited, Ahmedabad.**, The Bidders are requested to change the Password after the receipt of initial Password from M/s. **E-Procurement technologies Limited, Ahmedabad.**, All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

- 6. **BIDS PLACED BY BIDDER:** Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L1 Bidder backs out or fail to complete the work **as per the rates quoted**, SBI shall have the liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD and imposing heavy penalty to contractor to recover the losses occurred to the Bank.
- 7. At the end of the E-tendering, SBI will decide upon the successful bidder. SBI decision on award of Contract shall be final and binding on all the Bidders.
- 8. SBI shall be at liberty to cancel the E-tendering process/tender at anytime, before ordering, without assigning any reason.
- 9. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- 10. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
- 11. **OTHER TERMS & CONDITIONS:**
  - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers/ bidders.
  - The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
  - SBI decision on award of Contract shall be final and binding on all the Bidders.

- SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.

SBI or its authorized service provider M/s **E-Procurement technologies Limited, Ahmedabad.**, shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

SBI or its authorized service provider **E-Procurement technologies Limited, Ahmedabad.**, is not responsible for any damages, including damages that result from, but are not limited to negligence.

SBI or its authorized service **E-Procurement technologies Limited, Ahmedabad.**, will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Process Compliance Statement (Annexure-II) duly signed to **E-Procurement technologies Limited, Ahmedabad.**,

- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

## **PROCESS COMPLIANCE STATEMENT (ANNEXURE II)**

(The bidders are required to print this on their company's letter head and sign, stamp before e-mailing)

To,

**E-Procurement technologies Limited, Ahmedabad.,**

#24,3rd Stage, 4th Block, Basveshwaranagar, Bangalore- 560079, India

**E-mail :** [kushal.b@anataressystems.com](mailto:kushal.b@anataressystems.com)

Contact No.- 91 - 9674758719, 9674758720

### **AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR PROPOSED CIVIL WORKS AT R SETI, JUNAGADH.**

**Dear Sir,**

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and **E-Procurement technologies Limited, Ahmedabad.** shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E- tendering event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We, hereby confirm that we will honor the Bids placed by us during the E-tendering process.

With regards,

Date:

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization: Address of Company / Organization:

Scan it and send to this Document on -----

## SECTION – 1

### INSTRUCTIONS TO THE TENDERERS

- 1.0 Scope of Work  
Sealed Tenders are invited by M/s. Sonal Hitesh Parikh for and behalf of State Bank of India for the work of **CIVIL WORK OF COMPOUND WALL** at **R SETI , JUNAGADH.**
- 1.1 Site and Its Location  
The proposed work is to be carried out at **SBI R SETI, NEAR JILLA SIKSHAN & TALIM BHAVAN, BILKHA ROAD , JUNAGADH - 362001**
- 2.0 Tender Documents
- 2.1 The work has to be carried out strictly according to the conditions stipulated in tender consisting the following documents and the most workman like manner,
- Instructions to tenderers
  - General Conditions of Contract
  - Special Conditions of Contract
  - Additional Conditions for Electrical Installation
  - Technical Specifications
  - Drawings
  - Priced Bid
- 2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below :
- Price Bid
  - Technical Specifications
  - Additional Conditions for Electrical Installation
  - Special Conditions of Contract
  - General Conditions of Contract
  - Instructions to Tenderers
- 2.3 Complete set of tender documents including relative drawings can be obtained in person from the Architects **SONAL HITESH PARIKH** between 10.00 to 15.00 hrs on any Day except holidays during the period mentioned in the NIT on payment of Rs..... cash (Non-refundable) / draft.
- 2.4 The tender documents are not transferable.
- 3.0 Site Visit
- 3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data 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, labour, the law & order situation, climatic conditions local authorities requirement, traffic regulations etc;
- The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.
- 4.0 Earnest Money  
The tenderers are requested to submit the Earnest Money of Rs.in the form of Demand Draft or Banker's Cheque in favour of State Bank of India drawn on any Bank in India.
- 4.1 Draft or Banker's Cheque in favour of State Bank of India drawn on any Bank in India.
- 4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.
- 4.3 No interest will be paid on the EMD.
- 4.4 EMD of unsuccessful tenderers will be refunded within 30 days of award of Contract.
- 4.5 EMD of successful tenderer will be retained as a part of security deposit.
- 5.0 Initial Security Deposit
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The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD by means of D/D drawn in favour of State Bank of India within a period of 15 days of acceptance of tender.

## 6.0 Security Deposit

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of initial security deposit which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e. deduction from each running bill account will be 10% till total 3% of contract value is reached. 50% of the total security shall be paid to the contractors 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.

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

## 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: The time period allowed for completion of the project shall be 70 days / ~~months~~ from the date of commencement of work or 15 days from the date of issuance of work order, whichever is earlier.

## 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 tender

11.1.1 The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated, and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

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

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- 11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.
- The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/ Bank.
- 11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.
- 11.1.5 Each page shall be totaled and the grand total shall be given.
- 11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, VAT, levies, etc.

### **GENERAL & IMPORTANT NOTES**

#### **1 GENERAL NOTES:**

- (i) Unless otherwise specified in these tender documents mode of measurements specifications etc. shall be as per relevant IS codes.
- (ii) Source of materials / samples / brands / makes etc. shall be got approved from the Architects / Bank before using. In case of deviations, decision of the Bank shall be final and binding and shall not be open for arbitration.
- (iii) The Architects have their specific role / duties / rights as defined in these tender documents. However, in the event of any dispute arising out of differences between the opinions of the Architects and also their role/ duties/rights, the Banks' decision shall be final & binding on the Architects and the Contractor and shall not be open to arbitration.
- (vi) The Contractor will extend full co-operation, support and all required assistance to Architect / Bank for discharging their duties and responsibilities efficiently and effectively.
- (vii) The contractor has to supply and adhere to the specific makes and specifications of all the items, which are mentioned in the separate list of approved makes. Any work found not as per the tender specifications and list of approved the contractor has to replace the same without any delay. The contractor is instructed of get approval of all the materials to be used on this site before starting the work. He should provide different sample of material for approval, before execution of work.**
- (viii) All quantities indicated in the tender are approximate & are likely to change. The contractor must take actual measurement at site and billing shall be done as per the actual measurement of the work done at site.
- (ix) Work has to be got executed at site in coordination with various agencies working at site.
- (x) The contractor is instructed to get the approval of the materials to be used on this site before starting the work. He shall provide different sample of materials for approval before execution of the work
- (xi) All material has to be used in full size/length only. Joints should be avoided as far as possible.
- (xii) Any item mentioned in the BOQ with "TO THE SHAPE" will have measurement of onsite executed to the shape area only.

- (xiii) Making various levels & line out for total layout on site for the items in scope of the work shall be done by the contractor at his own cost.
- (xiv) MTC (Manufacturer Test certificate) Where ever applicable shall be arranged & submitted by the contractor. Testing of wood for moisture, knot % etc. shall be carried out by the contractor at his own cost.

## **2. IMPORTANT NOTES:**

- (i) The contractor's qualified & authorized representative shall remain on site during the entire execution process for coordination with various agencies / Architect / Bank & execution of work.
- (ii) If the assigned work is in running/working Branch, the contractor should have executed the site erection work in odd hours, Holidays and Sundays.
- (iii) The contractor shall prepare all loose furniture items at his workshop only & deliver the same to the site at appropriate time as instructed by the Architect/BMs/Bank Officials.
- (iv) The site shall be cleaned on day-to-day basis & all debris shall be disposed away at the location beyond the limit as approved by the local authority.
- (v) Hidden measurements: - It is contractor's responsibility to get the measurement checked immediately on completion of such items. This shall be done before finishing the same The Architect shall be provided with such details well in advance so that the other work is not held up due to last moment action.
- (vi) Before starting the work at site, the contractor shall mark out the plan & levels of the false ceiling, partitions etc. in coordination with other agencies on site.
- vii) The rates quoted shall be inclusive of all taxes, Duties, Octroi, Transportation, Delivery, Installation, Testing, Commissioning etc. complete at the site. No extra will be paid for any kind of taxes. However, the GST will be paid extra as applicable as per actual.
- viii) The entire job shall be executed in total coordination with the other agencies working on the project & also with landlord, Branch Manager and Bank officials etc.
- ix) Architect of the project shall be kept informed about the progress of the work at various stages.
- x) The contractor shall arrange on his own for lighting & plug point with socket & electrical wiring, DB's etc. required during entire execution process. However, supply at point shall be provided by the bank / landlord
- (xi) Any Hidden item MUST be photographed and need to be sent via e- mail or CD to Architect / Bank
- xii) **BILLING PROCESS:**  
**The contractor/Architect should take care of the following while submitting the final Bill**  
**The Final Bill Should Contain: -**
  - a) Abstract in tender BOQ format only.
  - b) Schedules for detailed measurement sheet for all items (in detailed break up).
  - c) original insurance policies as per tender terms and conditions.
  - d) Completion certificate issued by the concerned Architect.



- e) Inspection & completion certificates for all types of false ceiling.
- f) Test report for Toughened Glass.
- g) Copy of LOA etc.
- h) All documents shall carry contractor's signature & seal with address. - All documents shall be submitted in 1 + 1 copies.
- i) The contractor shall also provide all measurement sheet in soft copy (in Excel format).
- j) The contractor shall submit the purchase bill copy of major items used in the project.
- k) That extension of time, if any, beyond scheduled date of completion has been granted by the Competent Authority.
- l) original receipt of purchase of Corian /plywood/ Gypboard and other major materials used in the work from the original manufacturer/authorized dealers/distributors.
- m) If any advances paid during the execution of the work.
- n) Acceptances form the contractor that "Accepted as full and final settlement of all claims"
- o) The total cost of work should be within the sanction amount, If not, revised sanction taken from the Competent Authority to be attached with the Final Bill

**IMPORTANT: ALL DOCUMENTS SHALL BE SUBMITTED AT ONCE (NOT IN PIECEMEAL MANNER) ALONG WITH FULL&FINAL BILL &SHALL BE DULY SIGNED BY PUTTING COMPANY'S ADDRESS SEAL**

### **GENERAL CONDITIONS OF CONTRACT**

#### 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.

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

... 'SBI' shall mean State Bank of India (client) a body Corporate created under State Bank of India Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and a LHO at            and includes the client's representatives, successors and assigns.

'Architects/Consultants' shall mean M/s **SONAL PARIKH**

'Site Engineer' shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

'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 and work to be done by the contractor under the contract.

'Engineer' shall mean the representative of the Architect/consultant.

'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.

'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.

"Week" means seven consecutive days.

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

#### CLAUSE

#### **Total Security Deposit**

Total Security deposit comprise of :

- a) Earnest Money Deposit : 27,900.00.00/-.
- b) Initial Security Deposit : 2% including EMD
- c) Retention Money : As per clause no. 1.4 of General Conditions
- d) Additional Security Deposit :

#### a) Earnest Money Deposit :

The tenderer shall furnish EMD of Rs **27900.00.00/-**. in the form of Demand draft or bankers cheque drawn in favour of State Bank of India, on any Scheduled Bank. 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 contractor without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

d) Additional Security Deposit:-

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

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 Bank shall issue a letter of acceptance either directly or through the architect by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the 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 a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI through the Architect/Consultant.

## Copies of Agreement

Two copies of agreement/tender document duly signed by both the parties in a non-judicial stamp paper of Rs 500/- 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, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behaviour 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 licences 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, labour 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 / equipment etc shall be to the account of the contractor.

(iii) Cost of tests

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

(iv) Cost of test not provided for

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

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 fulfilment 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) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein. Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause (c) hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor 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, labour, hire/running charges of equipment and wastages etc plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

### 22.0 Final Measurement

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

#### 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 labour, equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever

brought upon or erected at the site or any land allotted to the contractor by the SBI and not incorporated in the permanent works.

- 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.

#### Insurance of Works

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.

#### 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.

#### 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.

#### 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.

#### Third Party Insurance

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.

#### 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.

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

#### Accident or Injury to Workmen

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.

#### 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.

#### 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.

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 **70 days of calendar months** 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 labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect/Consultant. Should the rate of progress of the work or any part thereof be at any time be in the opinion 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 works by the prescribed time or extended time. Such communications from the Architect/Consultant neither shall relieve the contractor from fulfilling obligations under the contract nor he shall be entitled to raise any claims arising out of such directions.

### 30.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect/Consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect/Consultant. However, the 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.

### Suspension of work

The contractor shall, on receipt of the order in writing of the Architect/Consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part 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.

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.

#### 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 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.
- b) To employ labour 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 labour and materials (the cost of such labour 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.
- c) 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 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.

#### 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 fulfil 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 not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the 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 Architect/Consultant to the contractor within 10 working days from the date of certificate to the payment from SBI from time to time. The SBI shall recover the statutory recoveries and other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the 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 Architect/Consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

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

The SBI shall modify the certificate of payment as issued by the Architect/Consultant from time to time while making the payment.

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement book (M.B).

The contractor shall not submit interim bills when the approximate value of work done by him is less than Rs10.00 LACS ~~and the minimum interval between two such bills shall be one month.~~

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

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

### Settlement of Disputes and Arbitration

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

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises & Estate)/Dy. General Manager (Premises) and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager (Premises & Estate)/Dy. General Manager (premises) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Premises & Estate) / Dy. General Manager (Premises) in writing in the manner and within the time aforesaid.
- ii) The Assistant General Manager (Premises & Estate) / Dy. General Manager (Premises) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Premises & Estate) / Dy. General Manager (Premises) submit his claims to the conciliating authority namely the Circle Development Officer/General Manager (Official Language & Corporate Services) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises & Estate)/Dy. General Manager (Premises)
- iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/Dy. Managing Director (HR) & Corporate Development Officer of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator

appointed by the Chief General Manager at LHO /Dy. Managing Director & Corporate Development Officer at CC/CCEs. It will also be no objection to any such appointment that the Arbitrator so appointed is a technically competent person not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager/ Dy. Managing Director (HR) & Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

- v) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.
- vi) It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator.
- vii) The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under.
- viii) It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.
- ix) It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what

manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

### 37.0 Power Supply

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

### 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.
- j) 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.

### 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/Consultant shall be final and binding on the contractor. 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 labour

#### Force Majeure

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.

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.

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 therefrom 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.

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.

#### Local Laws, Acts, Regulations

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour 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 Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- v) Apprentice Act 1961 (Amended)
- vi) Industrial Employment (Standing Order) Act 1946 (Amended)



- vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- ix) Shop and Establishment Act
- x) Any other Act or enactment relating thereto and rules framed there under from time to time.
- xi) 45.0 SAFETY CODE:

Safety as per annexure 4.32 should be followed.

#### 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.

**ANNEXURE-4.9 BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

Place: .....

Date:.....

(On non-judicial stamp paper of Rs ----- /-)

**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

B.G.No. \_\_\_\_\_

Value Rs. \_\_\_\_\_

State Bank of India,

(Address)

**Sub: Bank Guarantee of Rs..... towards Security Deposit for the work offer State Bank of India.**

(Name of Branch/Office)

Dear Sir,

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract for (Name of Work) with State Bank of India (SBI) as mentioned in the letter of SBI's Consultants (Name & address of consultants) vide their letter No..... dated ..... and the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee amounting to 2% of the contract value less earnest money deposit of Rs.....(Rupees only), to State Bank of India for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to State Bank of India a Guarantee of a Scheduled Bank for a value of Rs.....to be valid upto (date).

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at therequest of the contractor hereby furnishes a PBG in favour of State Bank of India and Guarantees in the manner hereinafter appearing.

In consideration of the premise, we (name of Bank and its branch) having our office at (address)here after called the "Guarantor" (which expression shall include its successors and assigns) here by expressly, irrevocably &unreservedly undertake and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between State Bank of India and the contractor the Guarantor shall, on demand without demurand without reference to the contractor pay to State Bank of India immediately any sum claimed by State Bank of India under the said contract up to a maximum amount of Rs.\_\_(Rupeesonly).

In case the amount demanded by State Bank of India is not paid within 48 hours of receipt of demand,the Guarantor agrees to pay the aforesaid amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_only).

- (i) Such payment shall be notwithstanding any right the contractor may have directly against StateBank of India or any disputes raised by the Contractor with State Bank of India or any suits or proceedings pending in any competent court or before any arbitrator. State Bank of India's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.
- (ii) The Guarantor shall not be discharged or released from the the undertaking and Guarantee, by any arrangement, variations made between SBI and the Contractor and or indulgence shown to

the contractor by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

- (iii) This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.
- (iv) This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI.
- (v) This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.
- (vi) In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.
- (vii) This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.
- (viii) This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to SBI in respect of the said contract.
- (ix) Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.
- (x) These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs. \_\_\_\_\_.

This guarantee will remain valid upto \_\_\_\_\_ unless a demand or claim under this guarantee is made in writing on or before \_\_\_\_\_ the guarantor shall be discharged from all liability under the guarantee thereafter.

Dated the .....

For (Name of Bank)

(Signature/s with designation/s of signatory/ies)

(Name and Stamp of Bank)

**ANNEXURE-4.31: DETAILS OF INSURANCE POLICIES**

<b>Type of policies</b>	<b>Name of Insurance</b>	<b>Amount Rs.</b>	<b>Policy No.</b>	<b>Validity</b>
CAR policy including 3 <sup>rd</sup> party liability				
Workmen's Compensation				

Remarks :

1. This is only an 'on-account' payment and is not to be interpreted either as approval of work, materials brought or affixed at site or for that matter approval of any sort.
2. The quantum of work done and materials delivered at site have been certified by.....
3. should you wish to audit such work, kindly contact the undersigned and oblige.

Architects\_\_\_\_\_

---

## ANNEXURE-4.32: 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 is used 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 rung ladder shall in no case be less than 30cms for ladder up to and including 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 30 cms.
  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 or fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded 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 is 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 a 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.
- 14.

## ANNEXURE-4.33: SAMPLE AGREEMENT WITH CONTRACTORS

### ARTICLES OF AGREEMENT

This agreement made the .....day of.....between AGM/ DGM  
( ), State Bank of India, ----- (hereinafter called the Bank or SBI) which expression shall include  
the successors and assigns) of the one part and M/s. .... company /  
partnership for registered under the Indian Companies Act/ Partnership Act having its registered  
office..... (hereinafter called 'the Contractors'  
which expression shall include the present directors / partners and also the directors / partners from time  
to time as also their respective heirs, legal representatives, administrators and assigns) of the other part.

WHEREAS the employer is desirous of execution of \_\_\_\_\_(Name of work)  
\_\_\_\_\_and has caused drawings and specifications describing the works to be done  
prepared by Project Architects M/s \_\_\_\_\_having their offices at  
\_\_\_\_\_(hereinafter called "the Architect")

AND WHEREAS THE SAID Drawings numbered as mentioned in the tender documents hereinafter  
mentioned and to be issued from time to time, the specifications and the Schedule of items and quantities  
have been signed by or on behalf of the parties hereto.

AND whereas the contractors have agreed to execute upon and subject to the condition set forth herein  
and Schedule of items and quantities, General & special Conditions of Contract, specification etc.  
contained in the tendered documents including all correspondences exchanged by or between the parties  
from the submission of tender till the award of work, both letters inclusive, (all of which are collectively  
hereinafter referred to as "the said conditions"). The works shown upon the said drawing and /or described  
in the said specification and included in the schedule of Items and Quantities at their respective rates therein  
set forth amounting to the sum of \_\_\_\_\_Rs \_\_\_\_\_(Rupees \_\_\_\_\_in words\_)

### NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract amount to be paid at the times and the manner set forth in  
the said Conditions, the Contractors 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 schedule of items and quantities.
2. The employer shall pay the Contractors the amount or such other sum as shall become  
payable, at the times and in the manner specified in the said conditions.
3. The term "the Architect" in the said condition shall mean the said "M/s\_" or in the event of their  
ceasing to be the Architect 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 Architect under this  
contract shall be entitled to disregard or over rule any previous decisions or approval or direction  
given or expressed in writing by the architect for the time being.
4. 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.
5. The plans, agreement and documents mentioned herein shall form the basis of this contract.



6. This contract is neither a fixed Lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire project on item rate basis 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.

7. The Bank / Employer reserves to itself the rights of altering the specifications and nature of work by adding to or omitting any item of work or having portions of the same carried out without prejudice to the contract.

8. Time shall be considered as the essence of this contract and the contractor here by agrees to commence the work soon after the site is handed over to him or from the 14<sup>th</sup> day after date of issue of formal work order as provided for in the said conditions of contractor whichever is later and to complete the entire work within\_\_\_(period of contract) months subject never the less to the provisions for extension of time.

9. All payments by the Employer under this contract will be made only at\_\_\_\_\_.

10. Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulations laid down in the tender.

11. That all the parts of this contract have been read by the contractor and fully understood by the contractor. They further agree to complete the said work to fullest satisfaction of architect / Employer.

12. IN WITNESS WHEREOF the Employer and the contractors have set their respective hands to these present through their duly authorized official and the said two duplicates hereof to be executed on its behalf of the day and year first herein above written.

Signed on behalf of the

Signed on behalf of the

STATE BANK OF INDIA

CONTRACTORS

In the presence of :

In the presence of :

1. Signature :

1. Signature :

Name :

Name :

Address :

Address :

In the presence of :

In the presence of :

2. Signature :

2. Signature :

Name :

Name :

Address :

Address :

**APPENDIX HEREIN BEFORE REFERRED TO**

- 1) Name of the organization Offering Contract : REGION - IV , JUNAGADH. SBI, REGIONAL BUSINESS OFFICE,  
2) Consultants : **ARCHITECT M/s. SONAL HITESH PARIKH**  
3) Site Address : **R SETI , NEAR JILLA SIKSHAN & TALIM**  
**BHAVAN, BILKHA ROAD , JUNAGADH - 362001**
- 

4) **Scope of Work** : Proposed CIVIL Work of COMPOUND WALL AT R SETI, JUNAGADH.

5) Name of the Contractor : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6) Address of the Contractor : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7) Period of Completion : within the stipulated period from the date of Issue of work order.

8) Earnest Money Deposit : 27,900.00 /-

9) Retention Money : As per clause no. 1.4 of General Conditions

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

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

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

13) Value of Interim Bill(Min.) : **20.00 LACS**

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

15) Period of Final Measurement : 2 Months from the date of Virtual Completion Certificate (VCC) issued by the project Architect.

16) Initial Security Deposit : 2% including EMD

17) Total Security Deposit : 5.0% of the final bill amount or contract value

18) Refund of Total Security Deposit : 50% of the Security Deposit shall be refunded to the Contractor on completion of the work/along with the final bill and balance refunded only after the Defect Liability Period is over.

19) Period for Honoring Certificate : ~~7 days for R.A. Bills~~

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

\_\_\_\_\_  
Signature of Tenderer.

Date:

## LETTER OF DECLARATION

To,  
REGION - IV , JUNAGADH. STATE BANK OF INDIA, REGIONAL BUSINESS OFFICE,  
3RD FLOOR, MERRYGOLD - 3, OPP. BAHAUDDIN COLLEGE, JUNAGADH - 362001  
Dear Sir,

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

### MEMORANDUM

(a)	Description of work	<b>Proposed CIVIL works for SBI, R SETI, JUNAGADH</b>
(b)	Earnest Money	<b>27,900.00.00</b>
(c)	Time allowed for completion of work from the date of issue of work order.	<b>70 days from the date of commencement as per tender</b>

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

Should I / We fail to execute the Contract when called upon to do so I/ We do hereby agree that suitable action shall be initiated against us by SBI. This may also include debarring of my empanelment for an year or so.

We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the work of various jobs/buildings proposed (i.e. Institute Building, Staff Qtrs. And Director's Bungalow/Interior work) in phases. We, therefore, undertake that we shall not raise any claim/compensation in the eventuality of Bank deciding to drop any of the work/building/buildings from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases as per L-1 rates/standard rates accepted by us/on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in Clause 9.0.1 "Instructions to Tenderers" of this tender.

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

Yours faithfully,

Signature of contractor With Seal

**PROFORMA FOR RUNNING A/C BILL**

**TABLE - XIII**

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

SN	Item Description	Unit	Rate (Rs.)	As per Tender		Up to Previous R.A. Bill		Up to Date (Gross)		Present Bill		Remarks
				Qty	Amount (Rs.)	Qty	Amount (Rs.)	Qty	Amount (Rs.)	Qty	Amount (Rs.)	
1	2	3	4	5	6	7	8	9	10	11	12	13

**Note:**

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

\_\_\_\_\_

\_\_\_\_\_

Net Value since previous bill

### 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 in Excel format. Excel sheet enclosed

----- 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 – XV MEMORANDUM FOR PAYMENT

**R/A BILL NO.**

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

**OBJECTIONS:**

- |     |  |         |
|-----|--|---------|
| i)  | Secured Advance paid in the previous R/A | Rs..... |
| ii) | Retention money on value of works as per | Rs..... |

	accepted tenders up to date amount Rs.	
	Less already recovered	Rs.....
	Balance to be recovered	Rs.....
iii)	Mobilization Advance, if any	Rs.....
(a)	Outstanding amount (principal+ interest) as on date	Rs.....
(b)	To be recovered in this bill	Rs.....
iii.	Any other Departmental materials cost to be recovered as per contract, if any	Rs.....
iv.	Any other Departmental service charges to be recovered if any, as per contract (water, power etc.) enclose statement.	Rs.....

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

Date:-----

-----  
Signature of Architect with Seal

The bill amount to Rs.-----certified by 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 : -----

**STATUTORY DEDUCTION:**

i)	Total Amount due (E)	Rs. -----
ii)	Less I.T. Payable	Rs. -----
iii)	Less S.T. Payable	Rs. -----
	Net Payable	Rs. -----

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

Date:-----

-----Signature of the CM (GB)

**TECHNICAL BID :CONSTRUCTION OF COMPOUND WALL & ALLIED CIVIL WORKS  
 AT SBI, R-SETI, JUNAGAUDH -AUG. 2024**

NO.	BRIEF DESCRIPTION	QTY.	UNIT	RATE	AMOUNT
1.00	<b>SITE CLEANING</b>	1.00	LOT		
	Clearing & uprooting of rank vegetable, grass, brudh wood, trees, saplings of girth including all other items which are not useful from all Levels up 6 mtr. On all sides of the building & removal of debris at disposing at the location identified by the local authority. The item land shall be properly leveled for line out purpose & to commence the construction activity. The item shall be executed as per the guide lines of the local authority/concerned department. The job includes removal of old fencing with supports & all, removal of all debris etc. complete.				
	<b>for 240.25 ' length OF COMPOUND Wall</b>				
2.00	<b>EXCAVATION IN HARD SOIL UP TO 1.5 M DEPTH AND CARTING AWAY THE DEBRIES OUTSIDE THE PREMISES.</b>	75.00	CMT		
	Excavation for foundations, substructures, trenches, columns, ground beam, sumps, pts etc by mechanical means (Hydraulic excavator/Manual means in foundation trenches for all leads & up to the following depths below natural ground level in sol types such as black cotton soil, weathered stone/rocks, boulders, salty clay, debris etc with all lift & lead including de-watering the excavated pits, necessary shoring, strutting and disposing the excavated material outside the premises to a place arranged by the contractor of his own, dressing, leveling compaction etc complete.				
	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20 cm in depth consolidating each deposited layer by ramming and watering.				
3.00	<b>P/L 1:2:4 P.C.C. IN FOUNDATION IN LINE LEVEL AND PROPER COMPACTION</b>	12.00	CMT		
	<b>Note for P.C.C. / R.C.C. work</b>				



	Rates of all R.C.C. works shall include cost of dewatering till back filling or R.C.C. work is complete. Chamfers to columns, beams & slab edges shall be provided as directed & the rates of R.C.C. items to include for the same.				
	Rates for all R.C.C. items shall include providing & laying machine mixed, mechanically vibrated cement concrete in proportions or strength as mentioned including the cost of formwork, scaffolding, centering, shuttering etc. & curing as instructed & removing the formwork after the work is complete but excluding the Reinforcement steel.				
<b>4.00</b>	<b>P/L M25 MIX CONC. IN FOUNDATION COLUMN, BEAM, COPING ETC.</b>	<b>42.00</b>	<b>CMT</b>		
	<b>P &amp; L RCC in various works - RCC M25 in footings, plinth beams, copings, Columns, Lintel, Sill &amp; Sides, Chhajjas, beams, slabs, landings, shelves, balconies, staircases, walls, shear walls etc/ for all floors and all heights as described below:</b>				
	Providing and Laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade ( <b>RMC - M 25</b> ) for reinforced cement concrete work for all levels, leads, shapes, sizes & quantities, including pumping / lifting of concrete to site of laying including the cost of centring, shuttering, scaffolding, staging, vibrating (needle vibrator), compacting, finishing, curing etc. complete but excluding P & L of Reinforcement. The item also includes for adding plasticizer / SBR Cement slurry 1:1 {S.B.R (FOSROC or equivalent (as per IS 9103) : 1 Cement} of approved brand as required to achieve desired workability of the concrete, to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Str. /Engineer-in-charge.				
	All work in foundation & super structure is the scope of this work. (Only good quality steel plates, Custom made steel / plywood shuttering panels shall be used. Good quality wooden planks may be permitted at very limited places. Prior approval of Architects / Bank will be required). (Note: The shuttering to be used for all slabs shall be of good quality to get good quality of slab finish. <b>(Uneven or poor finished slab bottom shall be plastered by the contractor at his own cost.)</b> )				
<b>5.00</b>	<b>P/CONSTRUCTING MASONRY WALL IN 1:6 CEMENT MORTAR IN FOUNDATION AND SUPERSTRUCTURE</b>	<b>66.00</b>	<b>CMT</b>		
	Providing and constructing masonry walls in sub-structure and super structure, with first class autoclaved aerated concrete (AAC) blocks of approved make or good quality common burnt clay bricks of compressive strength not less than 35 kg. / Sq.Cm., or bela masonry in cement mortar 1:4 (1 cement : 4 coarse sand) for partition walls, shaft walls, parapets, drains, manholes, trenches etc. in proper line, levels and plumb including RCC band at every 1 m height , watering, striking out / raking out joints, curing, scaffolding, etc complete for all heights and levels. as per the approved drawing and as per instructions of Architect / Engineer. All necessary tests of AAC blocks to be carried out as per IS code. <b>(Approved Make- Ecogreen, Builtech, Wonder or equivalent) RCC band details- 1 .for 150/230 mm thk wall- 4 nos of 8mm dia bars with stirr ups of 8mm dia bars at 150 mm c/c.</b>				
<b>6.00</b>	<b>P/LAYING 20MM THICK DOUBLE COAT SANF FACE PLASTER ON NEW WALL ETC.</b>	<b>525.00</b>	<b>SMT</b>		

	P & L 18 mm cement plaster in two coats. The under layer of 12 mm thick cement plaster 1:5 (1 cement: 5 coarse sand) and a top layer of 6mm thick cement plaster 1:3(1 cement: 3 coarse sand) finished rough with sponge including hacking, scaffolding, grooves, pattas, drip moulds, curing etc. & providing & fixing 150 mm wide G.I. chicken mesh of 26 G, 15 mm mesh size at all junctions of masonry & RCC / PCC works.				
7.00	<b>P/LAYING 20MM THICK DOUBLE COAT PLASTER ON OLD WALL BY DISTMENTLING OF OLD PLASTER AND CARTING AWAY THE DEBRIS OUT SIDE THE PREMISES</b>	630.00	SMT		
	Providing and Laying Double coat smooth mala plaster in C.M. 1:4 (1 Cement : 4 Fine Sand) of 18 to 20 mm thickness finished with trowel on the R.C.C Slab, even in true line, level and plumb including necessary scaffolding, racking of joints, hacking of base surface for proper bonding, priming, curing etc. complete including, providing & fixing in position 300 mm wide approved 24 SWG GI chicken wire mesh at the identified junction of masonry and concrete as directed. Only final finished surface after plastering shall be measured for payment. <b>The contractor shall correct any exposed steel or uneven surfaces before taking up the plaster work without any extra cost</b>				
8.00	<b>P/BINDING FE 500 REINFORCEMENT IN VARIOUS ITEMS ETC. COMPLETED</b>	4000.00	KG.		
	Providing, Supplying & Fixing in position Fe500 TMT Steel Reinforcement bars (IS:1786) of all sizes & of approved make at all levels & places for all type of RCC work for footings, beams, columns, walls, lintels, pardi etc. including straightening, cutting, bending, making dowels, hooks, placing, tying in position using 16 SWG soft annealed steel wire, readymade cover blocks, spacers, chairs etc. complete. (Reinforcement including approved lap, chairs etc. but excluding binding wire, actually placed at site as per drawing & approved by architects only shall be measured for payment). <b>The rate includes the cost of binding wire (SAIL, JSW, TATA STEEL OR EQUIVALENT)</b>				
9.00	<b>PROVIDING &amp; APPLYING APEX PAINT ON COMPOUND WALL</b>	1400.00	SMT		
	Providing and finishing walls with exterior emulsion paint of required shade (protek of asian make) complete all as per manufacturers specification on plastered surfaces including preparing the surface, finishing and necessary scaffolding etc. The paints shall be of zero VOC level: New work (Two or more coats applied @ 3.28 ltr/10 sqm) over and including priming coat of exterior primer applied @ 2.20kg/10 sqm. The paint shall be of approved make & shade, after shall be applied after scrapping the surface with wire brush, applying primer & then applying (minimum) 3 coats of paint as directed by bank / architects. <b>(Approved Makes- Apex-Asian, Weather shield-ICI, Nerolac, Berger)</b>				
	The job includes necessary plaster touching where necessary / removing unwanted elements etc. & refinishing the holes, cracks, etc. as suggested. The same shall be applied on the entire height of the building in front & 2 sides. No extra will be paid for zula, scaffolding etc. & the contractor is fully responsible for the safety measures.				
	<b>TOTAL OF ABOVE</b>			RS.	-





