

STATE BANK OF INDIA

Commercial Branch, Samabaya Bhawan,
Saheed Nagar, Bhubaneswar 751022

Tender Document
(Technical Bid)

For
***Finishing work & allied Civil works, of SBI
Commercial Branch (2nd Floor), Bhubaneswar,
Odisha***

Tender No-CB/05/2024-25/01 Dated: 24.05.2024

Name of the Tenderer :

Address :

**Last Date & Time of Submission of Tender: On 10.06.2024 at
14:00Hrs.**

**Eligibility Criteria: Contractor empaneled under the head for “Civil
Construction/Project” for civil works costing above Rs 5 lakhs upto Rs 10
lakhs, under Bhubaneswar Circle of State Bank of India.**

Architects / Consultants

M/s ARCHITECTS CHAMBER

The Livingstone, AIIMS Nagar, Lane-6, Patrapada, Bhubaneswar-751019

Ph. No. – 9090952782 / 0674-2472849

Email:architectschamber@gmail.com

NOTICE INVITING e-TENDER (NleT)

1. Online items rate tenders are invited on behalf of The Deputy General Manager, State Bank of India, Commercial Branch Bhubaneswar-751022 for the following works:-
 - (a) Name of the work : **Finishing work & allied civil works of SBI Commercial Branch(2nd Floor),Samabaya Bhawan, Shaheed Nagar Bhubaneswar, Odisha**
 - (b) Location of work : Bhubaneswar, Odisha
 - (c) Time of completion : 01 (One) Calendar Months
 - (d) Earnest Money : Earnest Money shall be waived, who has paid one time EMD else Rs. 8000 DD to be prepared in favor of Assistant General Manager (COO), Commercial branch, Bhubaneswar
 - (e) Estimated Cost : **Rs. 7.78 Lakhs plus GST**
 - (f) Tender document: This tender can be obtained from the office of the consultant from **15.05.2024 to 28.05.2024** or can be downloaded from Bank's official website www.sbi.co.in under "Procurement news" or www.tenderwizard.com/SBIETENDER
2. Clarification if any required can be obtained and also drawings can also be seen at the Office of the consultants "**M/s ARCHITECTS CHAMBER**, The Livingstone, AIIMS Nagar, Lane-6, Bhubaneswar-751019, E-mail:architectschamber@gmail.com between 2.00 P.M. to 5.00 P.M. on all working days up to 5 PM.
3. Tender addressed to : The Deputy General Manager
State Bank of India, Commercial Branch,
Bhubaneswar-751022.
4. Time, date and place of submission of ONLINE Tender Document (Technical and Price Bid) : Online submission on or before **14.00 Hrs. on 10.06.2024** in www.tenderwizard.com/SBIETENDER
5. Time, date and place of opening of Technical Bid : Online Technical Bid will be opened at **15.00 Hrs. on 10. 06.2024** at the office of :-
The Deputy General Manager
State Bank of India, Samabaya Bhawan,
Shaheed Nagar, Bhubaneswar-751022
6. Time, date and place of opening of Price Bid :Online Price Bid will be opened at **16.00 Hrs. on 10.06.2024** at the office of :-
The Deputy General Manager
State Bank of India, Commercial branch,
Samabaya Bhawan, Shaheed Nagar,
Bhubaneswar- 751022

7. Defects Liability Period : 12 months from the date of issue of virtual Completion Certificate.
8. Security Deposit : 5% of contract value. No interest will be paid on Security Deposit
9. Value of Interim Certificate No interim payment shall be entertained, final payment shall be processed after completion of work

10. **For any details contact:** M/s ANTARES SYSTEM
9073677150/ 151/ 152/ 9674758506/ 9674758723/ 26/ 033 4604 6611
Contact Person: Mr. Kushal Bose / Mr. Siddhartha Mondal
Mobile no. 07686913157 / 09674758723 (On working days-9 hours–18 hours)
e-mail: kushal.b@antaressystems.com / siddharthasundar.m@antaressystems.com

SBI: Ms Manasi Jena AGM&COO/Shri Ajaya Kumar Behera CM(A&A)
Cell: 8584029215/9437922287 on all working days up to 10.06.2024.

11. A tender submitted shall remain **valid for acceptance for a period of 3 (Three) months** from the date of opening. The validity of the tender may be extended beyond the stipulated period with the concurrence of the tenderer. All prices shall be firm during this period and also the delivery period of contract. No escalation shall be entertained.
12. Tenders are to be submitted on the printed forms issued by us. **The contractors should quote the rates excluding GST** in figures as well as in words. The amount of each item shall be worked out and the requisite total shall be given. All corrections shall be attested by the initials of the tenderer. In case of any discrepancy / difference, the rate quoted in words in the original copy of tender and the amount derived there from shall prevail and shall be binding.
13. Bids, will have to be submitted in two parts PART: 'A' and PART 'B' separately **in online mode** and submit/enclose the following:
(a) Scan copy of EMD in the online portal. Hard copy of EMD/DD/Tender fee whichever is applicable, need to be submitted to Commercial Branch, Samabaya Bhavan, Shaheed Nagar, Bhubaneswar
(b) Scan copy of Process Compliance form in the online portal.

PART A shall contain all technical, financial and general stipulations proposed by the contractor along with covering letter and EMD/tender fee
PART B shall contain the offered price excluding GST along with the tender documents duly filled.

14. **Only the L1 vendor is required to submit the technical bid (PART A) signed by the authorized signatory of the bidder. In case of a Tie, revised offers from the firms tied shall be obtained to discover L1. No claims in this regard by others will be entertained.**
15. The bidders are required to make their own arrangements to obtain the necessary training for participating in the online tender to be provided by the e-Tendering/Procurement agency appointed by the Bank prior to submission of bids or before the last date of submission of as mentioned above. The bidders shall submit the process compliance form to the Deputy General manager & COO, SBI, Commercial Branch, IDCOL House Bhubaneswar-751001 along with the DDs for EMD.

16. The acceptance of the tender will be made by the owner who does not bind himself to accept the lowest or any other tender or part thereof. No reason will be furnished for acceptance and rejection of the tenderer whatsoever.
17. The Bank reserves the right to reject all tenders without assigning any reason whatsoever.

Sd/-

The Deputy General Manager
State Bank of India, Commercial Branch,
IDCOL House, Bhubaneswar-751001

E-TENDERING INSTRUCTIONS TO BIDDERS

General

State Bank of India hereby publish the TENDER on e-tendering Portal (Website) www.tenderwizard.com/SBIETENDER in Electronic mode hereinafter referred as “e Tendering” and TENDER will be hereunder called as “e-Tender”. The e-tender published online through above portal (website) consisting of standard tender conditions, specifications, schedule of quantities, drawings (if any) for above referred work. Please note that copy of the above e-tender can be downloaded from above portal (website) and should be mandatorily submitted in Online Electronic Mode hereinafter referred as “Online Offer”. The submission of Online offer duly Encrypted & Digitally signed on above portal should be in prescribed Electronic Forms (Online) available on above portal for respective tender in Online Envelope(s) on or before As per the key Dates mentioned in the Tender Notice in this document and online portal for above tender .

Instructions

1. Tender Bidding Methodology:

Electronically Sealed Bid System – Two Stage - Two Envelopes’, followed by ‘e-Reverse Auction’, if required, after opening of Financial-part.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on the e-Procurement portal www.tenderwizard.com/SBIETENDER.
(The contractors need to upload scan copy of their valid empanelment letter in the portal otherwise their registration would be cancelled)
3. Create Users and assign roles on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Clarification to Tender Documents on the above portal
7. Bid-Submission on the above portal
8. Attend Public/Limited Online Tender Opening Event (TOE) on the above portal
– Opening of Technical-Part
9. Post-TOE Clarification on the above portal (Optional)
– Respond to SBI’s Post-TOE queries
10. Attend Public/Limited Online Tender Opening Event (TOE) on the above portal
– Opening of Financial-Part (Only for Technical Responsive Bidders)

3. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be complaint with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To use the Electronic Tender portal www.tenderwizard.com/SBIETENDER, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-a-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site.

Note: After successful submission of Registration details please contact to the Help desk of the portal to get your registration accepted/activated.

Help Desk:

Contact Person: Mr. Kushal Bose / Mr. Siddhartha Mondal

Mobile no. 07686913157 / 09674758723 (On working days-9 hours–18 hours)

e-mail: kushal.b@antaressystems.com / siddharthasundar.m@antaressystems.com

5. Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on the portal. Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD) & Cost of Bid Document
- Submission of digitally signed copy of Tender Documents/ Addendum
- Power of Attorney, · Two Envelopes,- Technical-Part,Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Please note that above e-Tendering system is an automatically time locked system which will be locked immediately as soon as due date and time is over and will not accept any offer after that. So, the tenderers are strictly advised to do their process well before the due date and time to avoid any such instances.

6. Tender Opening Event (TOE)

The e-Procurement portal offers a unique facility for 'Public/Limited Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public/Limited Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure 'Public/Limited Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public/Limited Online Tender Opening Event (TOE)'. The portal has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant

screens. The portal has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public/limited tender opening event, during e-tender, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e tender service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of SBI by the bidders in time, then SBI will promptly re-schedule the affected event(s).

7. Minimum Requirements at Bidders end

In order to operate on the electronic tender management system, the user's machine is required to be set up. The machine must have running XP service Pack 3 or higher version of Windows like Vista or Window 7. Also need to install Mozilla Fire fox web browser and latest Version of Java.

For and behalf of State Bank of India

2. BUSINESS RULES FOR ONLINE TENDER

Tender for Finishing work of SBI Commercial Branch(2nd Floor) Bhubaneswar, Odisha.

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI to conduct ON LINE BIDDING on INTERNET.

1. For the proposed online bidding, already empanelled vendors for the said purpose who fulfill all terms and conditions including deposit of earnest money only shall be eligible to participate.
1. SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
2. SBI will inform the vendor in writing in case of online bidding, the details of service provider to enable them to contact and get trained.
3. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
4. Vendors have to fax the compliance form in the prescribed format (provided by service provider) before start of online bidding. Without this the vendor will not be eligible to participate in the event.
5. Opening of online bids will be conducted on schedule date & time.
6. At the end of online bidding event, the lowest bidder value will be known on the network.
7. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to /SBI through service provider within 24 hours of completion of auction without fail.

8. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with SBI as per prevailing procedure.
9. In case /SBI decides not to go for online bidding on procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with /SBI shall be opened as per SBI standard practice.

Business Rule for finalization of the Tender

SBI shall finalize the tendering process of the item through online bidding mode. /SBI has made arrangement with M/s Antares Systems Limited (ASL), Bangalore who shall be SBI's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized online tendering shall be conducted by SBI, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to ASL furnishing the price, the bidder wants to bid online, with a request to ASL to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by ASL in a readable / legible form and also the Bidder should simultaneously check up with ASL over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by ASL only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of ASL at the time of receipt of the fax message from the bidders, ASL will not be uploading the prices. It is to be noted that either SBI or ASL are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the online bidding successfully. However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

2. ASL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Tendering/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.

3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian Rupees (INR) per -one- (Unit) of the items.

4. BID PRICE: The Bidder has to quote the Total cost to SBI of the items specified inclusive of all taxes, duties, freight, service tax, overhead, contractor's profit etc.

5. VALIDITY OF BIDS: The Bid price shall be firm for a period of three calendar months from the date of acceptance of tender which may be extended for a further period subject to mutual agreement.

6. The bidder has to provide a detail break up for his commercial offer in the prescribed format as given by the Bank.
7. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. Should you back out and not execute the work as per the rates quoted, the earnest money deposited by you with us in this regard shall be forfeited without further reference to you.
8. You shall be assigned a Unique User Name & Password by ASL. You are advised to change the Password after the receipt of initial Password from ASL to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
9. At the end of the online Tendering process, /SBI will decide upon the winner. /SBI's decision on award of Contract shall be final and binding on all the Bidders.
10. SBI shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.
11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
13. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the online bidding.
14. Successful bidder shall enter into a contract with the bank to carry out the work as per Bank's standard format.
15. **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's decision on award of Contract shall be final and binding on all the Bidders.
 - SBI along with ASL can decide to extend, reschedule or cancel any Auction. Any changes made by SBI and / or ASL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - ASL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - ASL is not responsible for any damages, including consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
 - All the bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the online event

- All the Bidders are required to submit the Agreement Form (Annexure- I) duly signed to M/s Antares Systems Limited (ASL), Bangalore before due date.
- After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to M/s Antares Systems Limited (ASL), Bangalore for further proceedings.

Process Compliance Form

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

To
M/s Antares Systems Limited,
Registered Office at: - #24, Sudha Complex,
3rd Stage, 4th Block,
Bangalore – 560079.
Ph.: - 080-49352000 / 40482000
Fax: - 080-49352034

Date:

Sub: Agreement to the Process related Terms and Conditions for the online bidding

Dear Sir,

This has reference to the Terms & Conditions for the online bidding mentioned in the Tender for Finishing work of SBI Commercial Branch(2nd Floor), Samabaya Bhawan, Shaheed Nagar Bhubaneswar 751022 Building at Bhubaneswar, Odisha.

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 online bidding and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI Group and ASL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize ASL to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either State Bank Group or ASL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that ASL may bid on behalf of other bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Price Bid and the format as requested by SBI/ASL.
- 9) We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Date:

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on this _____ day of
Two Thousand Twenty one.

BETWEEN

State Bank of India (hereinafter referred to as 'the OWNER' which expression shall include its successor or successors and assigns) of the ONE PART, and having its Head Office at _____

AND

M/s _____ having its registered office at _____ (hereinafter referred to as the CONTRACTOR') of the OTHER PART.

WHEREAS the Owner is desirous of having Finishing work of SBI Commercial Branch(2nd Floor),Bubaneswar, Odisha.

AND WHEREAS the Owner/Employer in order to effectively carry out the said Interior furnishing works of Commercial Branch, Bhubaneswar, Odisha engaged M/s ARCHITECTS CHAMBER, The Livingstone,AIIMS Nagar,Lane-6,Patrapada Bhubaneswar-751019,E-mail-architectschamber@gmail.com (hereinafter referred to as Architects/Consultants) to prepare plans, drawings and specifications describing the works to be executed and to all for tenders from contractors for the job, to open tender received at the office of the Owner, to scrutinize and recommend to the Owner the name and names of the contractor/contractors from whom the tenders were received and to issuing work order to the contractor or contractors so recommended after having the approval and acceptance thereof from the Owner/Employer.

AND WHEREAS the Owner/Employer has caused the plans, drawing Nos. _____ specifications, priced schedule of quantities of the work of Interior furnishing works of State Bank of India, Commercial Branch, Bhubaneswar, Odisha , as per General Conditions of the contract and Special Condition and Instructions to the Tender prepared with the assistance of the said Architects/Consultants subject to which the offer of the contractor shall be accepted.

AND WHEREAS the tender of the contractor for the said work has been approved by the Owner.

AND WHEREAS the contractor has deposited with the Owner E.M.D. of Rs. _____ as security deposit for the due performance of the agreement.

AND WHEREAS the Owners have issued work order therefore to the contractor.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions execute and complete the works on location as shown in the said drawings etc.
2. The Employer will pay to the contractor the sum of Rs. _____ (Rupees _____) (here in after called the 'Contractor sum') or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The term "Architect/Consultants" in the said conditions shall mean the said M/s ARCHITECTS CHAMBER and in the event of the said Architects / Consultants ceasing to be the Architects / Consultants for the purpose of this contract such other person or persons as shall be nominated for the purpose by the Owner provided always that no person subsequently appointed to be the Architects/Consultants under this contract shall be entitled to disregard or overrule any decision on approval expressed in writing by the out-going Architects/Consultants for the time being if the same had been done under instruction from the Owner.
4. The Plan, Agreement and Documents above-mentioned shall form the basis at this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.
5. The said contract comprises the interior works as above mentioned, and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Owner through Architects/Consultants for other Architects/Consultants as the case may be even though the said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
6. Notwithstanding what are stated in the general conditions, conditions of contract and hereinbefore stated the Owner through Architects/Consultants reserved to himself the right to alter the drawings and nature of the work of adding to or omitting any items of works from or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
7. The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound hereby and to

INSTRUCTIONS TO THE TENDERERS

1.0 SCOPE OF WORK

Sealed tenders are invited by M/s ARCHITECTS CHAMBER for and on behalf of State Bank of India, Commercial Branch, Bhubaneswar having its office at State Bank of India, Commercial Branch, IDCOL House Bhubaneswar-751001, for the work of **Finishing work of SBI Commercial Branch(2nd Floor), Bhubaneswar, Odisha at an estimated cost of Rs. 7.78 Lakhs.**

1.1 Site and its Location

The proposed work is to be carried out at State Bank of India, Commercial Branch Second Floor, Samabaya Bhawan, Shaheed Nagar, Bhubaneswar 751022, Odisha.

2.0 Tender Documents

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

- Instructions to tenderers
- General Conditions of Contract
- Special conditions of Contract
- Technical specifications
- Drawings
- Price 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

Drawings

Special Conditions of Contract

General Conditions of Contract

Instructions to Tenderers

2.3 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 him regarding the availability of water, power, transport, and communication facilities, the character quality and quantity of the materials, labour, the law, and order situation, climatic 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 Initial Security Deposit.

The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD by means of DD drawn in favour of Deputy General Manager State Bank of India, Commercial Branch, Samabaya Bhawan, Shaheed Nagar Bhubaneswar payable at Bhubaneswar within a period of 15 days of acceptance of tender.

5.0 Security Deposit

5.1 Total security deposit shall be 3% of contract value. Out of this 2% of contract value is in the form of initial security deposit which includes the EMD. Balance 1% 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.

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

6.0 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 30 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.

7.0 Completion Period

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of 01 (One) Calendar Months from the date of handing over site.

8.0 Validity of Tender

Tenders shall remain valid and open for acceptance for a period of 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 acceptable to the Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

9.0 Liquidated Damages

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

10.0 Rate and Prices

10.1 In case of item rate tender

- 10.1.1 The tenderers shall quote their rates excluding GST 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.
- 10.1.2 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.
- 10.1.3 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.
- 10.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.
- 10.1.5 Each page shall be totaled and the grand total shall be given.
- 10.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies but excluding GST.

GENERAL CONDITIONS OF THE CONTRACT

1.0 Definitions

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

- 1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
- 1.1.1 **SBI COMMERCIAL BRANCH, BHUBANESWAR** shall mean having its office at State Bank of India, Commercial Branch, Samabaya Bhawan, Shaheed Nagar Bhubaneswar and includes the client’s representatives, successors and assigns.

‘Architects / Consultants’ shall mean M/s ARCHITECTS CHAMBER, The Livingstone, AIIMS Nagar, Lane-6, Patrapada, Bhubaneswar-751019, Email:architectschamber@gmail.com Bhubaneswar.

- 1.1.2 'Site Engineer' shall mean an Engineer appointed by SBI Commercial Branch, Bhubaneswar as their representative to give instructions to the contractors.
- 1.1.3 'The Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.
- 1.1.4 'Engineer' shall mean the representative of the Architect / Consultant.
- 1.1.5 'Drawings' shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time 'Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- 1.1.6 'Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect / consultant "Month" means calendar month.
- 1.1.7 "Week" means seven consecutive days.
- 1.1.8 "Day means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

2.0 Language

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

3.0 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 former shall be adopted.
- (a) In case of difference between rates written in figures and words, the rate in words shall prevail.
- (b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

4.0 Scope of Work

The contractor shall carry out complete and maintain the said work in every respect in strictly 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 Architects / 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 any substitution of any other materials therefore the removal and / or re-execution of any work executed by him. The dismissal from the work of any person employed a/ engaged thereupon.

5.0(i) Letter of Acceptance

Within the validity period of the tender SBI Commercial Branch 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 Commercial Branch, Bhubaneswar and the contractor.

(ii) Contract Agreement

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

6.0 Ownership of drawings

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

7.0 Detailed drawings and instructions

The SBI Commercial Branch, Bhubaneswar 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 Commercial Branch, Bhubaneswar through the architect / consultant.

8.0 Copies of Agreement

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

9.0 Liquidated Damages

If the contractor fails to maintain the required progress in terms of contract or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completing 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 Commercial Branch, Bhubaneswar on account of such breach to pay liquidated damages at the rate of 05% of the contract value.

10.0 Materials, Appliances and Employees

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

11.0 Permits, Laws and Regulations

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

12.0 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 lay out 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 Commercial Branch, Bhubaneswar .

13.0 Protection of works and property

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

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

14.0 Inspection of Work

The SBI Commercial Branch, Bhubaneswar / 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 Commercial Branch, Bhubaneswar, Architect / consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI Commercial Branch, Bhubaneswar / 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.

15.0 Assignment and subletting

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

16.0 Quality of Materials, workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect / consultant instructions and shall be subject from time to time to such tests as the architect / consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the architect / consultant.

- (ii) All samples of adequate numbers, size, shades & pattern as per specifications shall 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 / equipments for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Architect / Consultant the contractor shall proceed with the procurement and installation of the particular materials / equipment. The approved samples shall be signed by the Architect / Consultant for identification

and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Architect / Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipments etc. shall be to the account of the contractor.

(iii) **Costs of Tests**

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

17.0 Obtaining Information related to execution of work.

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

18.0 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.

19.0 Quantities

The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent. The quantities shown in BOQ are tentative and may vary to any extent. No extra / compensation shall be entertained.

20.0 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 calculations 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 measurement.

21.0 Variations

No alteration, omission or variation ordered in writing by the Architect / Consultant shall vitiate the contract. In case the SBI Commercial Branch, Bhubaneswar / Architect / Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omissions 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 alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract stipulations, specifications or contract drawings without 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.

22.0 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 Commercial Branch, Bhubaneswar as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

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

(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- (b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause (c) hereunder.
- (c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect / Consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect / Consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- (d) Where the 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.

23.0 Final measurement

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

24.0 Virtual Completion Certificate (VCC)

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

- (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 Commercial Branch, Bhubaneswar 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 Commercial Branch, Bhubaneswar and shall clear, level and dress, compact the site as required by the SBI Commercial Branch, Bhubaneswar.
- (d) Shall put the SBI Commercial Branch, Bhubaneswar in undisputed custody and possession of the site and all land allotted by the SBI Commercial Branch, Bhubaneswar.
- (e) Shall hand over the work in a peaceful manner to the SBI Commercial Branch, Bhubaneswar.
- (f) All defects/imperfections have been attended and rectified as pointed out by the SBI Commercial Branch, Bhubaneswar to the full satisfaction of SBI Commercial Branch, Bhubaneswar.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to 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 Commercial Branch, Bhubaneswar’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 works or work at any site be constructed as a waiver of any right or claim

of the SBI Commercial Branch, Bhubaneswar against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

25.0 Work by other agencies

The SBI Commercial Branch, Bhubaneswar / Architect / Consultant reserves the right 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 Commercial Branch, Bhubaneswar. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

26.0 Insurance of Works

26.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI Commercial Branch, Bhubaneswar and the contractor against all loss of damages from whatever cause arising other than the expected risks, for which he is responsible under the terms of contract and in such a manner that the SBI Commercial Branch, Bhubaneswar and contractor are covered for the period stipulated 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 Commercial Branch, Bhubaneswar 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.

26.2 Damage to Persons and Property

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBI Commercial Branch, Bhubaneswar 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 rise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, cost, 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 Commercial Branch, Bhubaneswar 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 of 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 Commercial Branch, Bhubaneswar their agent, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed by the contractor, his servants or agent such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI Commercial Branch, Bhubaneswar, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

26.3 Contractor to Indemnify SBI Commercial Branch, Bhubaneswar

The contractor shall indemnify the SBI Commercial Branch, Bhubaneswar 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.

26.4 Contractor's Superintendence

The contractor shall fully indemnify and keep indemnified the SBI Commercial Branch, Bhubaneswar 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 Commercial Branch, Bhubaneswar 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 Commercial Branch, Bhubaneswar 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.

26.5 Third Party Insurance

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

26.5.2 Minimum Amount of Third Party Insurance

Such insurance shall be affected with an insurer and in terms approved by the SBI Commercial Branch, Bhubaneswar 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.

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

26.6.1 Accident or injury to workman

The SBI Commercial Branch, Bhubaneswar 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 Commercial Branch, Bhubaneswar or their agents, or employees. The contractor shall indemnify and keep indemnified SBI Commercial Branch, Bhubaneswar 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.

26.6.2 Insurance against Accidents etc. to Workmen

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

26.6.3 Remedy on contractor's failure to insure:

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI Commercial Branch, Bhubaneswar 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 Commercial Branch, Bhubaneswar as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

- 26.6.4** Without prejudice to the others rights of the SBI Commercial Branch, Bhubaneswar against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages cost, charges, and other expenses paid by the SBI Commercial Branch, Bhubaneswar 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.

27.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date of handing over site or fifteen days from the date of issue of letter of acceptance of the tender by the SBI Commercial Branch, Bhubaneswar whichever is later.

28.0 Time for Completion:

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 01 (One) 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.

29.0 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 Commercial Branch, Bhubaneswar to grant a fair and reasonable extension of time for completion of work as per terms of contract. If the contractor needs an extension of time for 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 Commercial Branch, Bhubaneswar 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 Commercial Branch, Bhubaneswar 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 Commercial Branch, Bhubaneswar the provision of liquidated damages, as stated under clause 9.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

30.0 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 of the Architect / Consultant shall thereupon take such steps as considered necessary by the Architect / Consultant to expedite progress so as to complete the work 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 will he be entitled to raise any claims arising out of such directions.

31.0 Work during nights and holidays:

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect / Consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect / Consultant. However the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Architect / Consultant at no extra cost to the SBI Commercial Branch, Bhubaneswar.

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

32.0 No compensation or restrictions of work:

If at any time after acceptance of the tender SBI Commercial Branch, Bhubaneswar shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect / Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly. In the matter, the contractor shall give 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 bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect / Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

“In case of such stores having been issued from SBI Commercial Branch, Bhubaneswar 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.

33.0 Suspension of Work

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

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

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

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

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

34.0 Action when the whole security deposit is forfeited

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

- (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 Commercial Branch, Bhubaneswar.
- (b) To employ labour paid by the SBI Commercial Branch, Bhubaneswar 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 rate as if it had been carried out by the contractor under the terms of this contract the certification of Architect / Consultant as 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 Architect / Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI Commercial Branch, Bhubaneswar under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBI Commercial Branch, Bhubaneswar 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 of the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect / Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

35.0 Owner's Right to Terminate the Contract

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

Or if the contractor (whether an individual firm or incorporated company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the SBI Commercial Branch, Bhubaneswar through the Architect / Consultant or shall suffer any payment under this contract or any payment due to which may become due to the contractor thereunder:

- (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 Commercial Branch, Bhubaneswar 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 Commercial Branch, Bhubaneswar 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 COMMERCIAL BRANCH, BHUBANESWAR '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 Commercial Branch, Bhubaneswar 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 Commercial Branch, Bhubaneswar 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.

When the works shall be completed or as soon thereafter as convenient the SBI Commercial Branch, Bhubaneswar 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 Commercial Branch, Bhubaneswar 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 acts of the SBI Commercial Branch, Bhubaneswar incidental to the sale of the materials etc.

36.0 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 Commercial Branch, Bhubaneswar from time to time. The SBI Commercial Branch, Bhubaneswar shall recover the statutory recoveries 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 Commercial Branch, Bhubaneswar 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 M books.

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 Commercial Branch, Bhubaneswar shall pay the amount within a period of three months from 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.

37.0 Settlement of Disputes and Arbitrations

- (i) 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.

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 incase 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 Deputy General Manager SBI Commercial Branch, Bhubaneswar , SBI Commercial Branch, Bhubaneswar and endorse a copy of the same to the Architect, within 30 (Thirty) 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 contractor shall not be entitled to raise any claim nor shall the Bank be 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 Asst. General Manager &COO SBI Commercial Branch, Bhubaneswar in the manner and within the time as aforesaid. The contractor shall be deemed to have waved and extinguished all his rights in respect of any claim not notified to the Asst. General Manager &COO in writing in the manner and within the time aforesaid.

- (ii) The Deputy General Manager &COO shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 (Thirty) days of the receipt of the decision of the Deputy General Manager &COO submit his claims to the conciliating authority namely the Deputy General Manager (ABU) for conciliation along with all details and copies of correspondence exchanged between him and the Deputy General Manager &COO.
- (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, the President of SBI Commercial Branch, Bhubaneswar, 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. It will also be no objection to any such appointment that the arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act, or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said, Asst. General Manager, th of SBI Commercial Branch, Bhubaneswar . Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the arbitration & conciliation Act, 1996 or any statutory modification or reenactment thereof and the rules made there under.

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

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement or 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 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.

38.0 Water Supply

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

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

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

39.0 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.

40.0 Treasure Trove etc.:

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

41.0 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 lay 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.

42.0 Maintenance of Registers

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

- (i) Register for cement / paint / Lead / specific materials
- (ii) Register for steel
- (iii) Register for sieve analysis for course aggregate
- (iv) Register for concrete cube test
- (v) Register for hindrance to work
- (vi) Register for running account bill
- (vii) Site Order Book

43.0 Force Majeure

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

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

- 43.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 43.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall each other to decide regarding the future execution of this agreement.

44.0 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.

44.0 Accidents

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

SPECIAL CONDITIONS OF CONTRACT

SCOPE OF WORK

1.0 The scope of work is to carry out the Finishing work of SBI Commercial Branch(2nd Floor), Samabaya Bhawan, Shaheed Nagar Bhubaneswar, Odisha of SBI Commercial Branch, Samabaya Bhawan, Shaheed Nagar Bhubaneswar Building at Bhubaneswar, Odisha

2.0 Address of Site

The site is located at (2nd floor) Samabaya Bhawan, Shaheed Nagar, Bhubaneswar, Odisha - 751022.

3.0 Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small-scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect / Consultant before proceeding the work.

4.0 Notice of Operation

The contractor shall not carry out any important operation without the consent in writing from the Architect / Consultant.

5.0 Construction Records

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

6.0 Safety of Adjacent Structures and Trees

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

7.0 Temporary Works

Before any temporary works are commenced the contractor shall submit at least 7 days in advance to the Architect / Consultant for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the Architect / Consultant may require in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

8.0 Temporary Roads

The contractor shall provide access road to the site from the nearest main road at no extra cost and as directed by the Architect / Consultant. The contractor shall also be responsible for proper maintenance of this access road and would take all care to see that existing services, if any, are maintained in working order at his own cost. The laying and maintaining the temporary roads within the site area shall be the contractor's responsibility and the contractor shall take such measures that are necessary and as directed by the Architect / Consultant.

9.0 Water, Power and Other Facilities

- (a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose. The SBI Commercial Branch, Bhubaneswar will not be liable to pay any charges in connection with the above.
- (b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.
- (c) The contractors for other trades directly appointed by the SBI Commercial Branch, Bhubaneswar shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBI Commercial Branch, Bhubaneswar will reimburse the amount on production of receipts.
- (d) The SBI Commercial Branch, Bhubaneswar as well as the Architect / Consultant shall give all possible assistance to the contractors to obtain the requisite.
- (e) Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

10.0 Office Accommodation

- (a) The contractor shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site at their own cost after getting the approval from the Architect / Consultant.
- (b) A site office for the use of SBI Commercial Branch, Bhubaneswar / Consultant shall be provided by the contractor at his own expenses.

- (c) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or any other earlier date as directed by the Architect / Consultant.
- (d) All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expenses shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.

11.0 Facilities for Contractor's employees

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

12.0 Lighting of works

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

13.0 Fire fighting arrangements

- (i) The contractor shall provide suitable arrangement for fighting at his own cost. For this purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- (ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following.
 - (a) Proper handling, storage and disposal of combustible materials and waste.
 - (b) Work operations which can create fire hazards.
 - (c) Access for firefighting equipments
 - (d) Type, number and location of containers for the removal of surplus materials and rubbish.
 - (e) Type, size, number and location of fire extinguishers or other firefighting equipment.
 - (f) General housekeeping.

14.0 Site Order Book

A site order book shall be maintained at site for the purpose of quick communication between the Architect / Consultant. Any communication relating to the works may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of

contract. Each site order book shall have machine numbered pages in triplicate and shall carefully maintained and preserved by the contractor and shall be made available to the Architect / Consultant as and when demanded. Any instruction which the Architect / Consultant may like to issue to the contractor or the contractor may like to bring to the Architect / Consultant two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for their record.

15.0 Temporary Fencing / Barricading

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

16.0 Site Meetings

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

17.0 Disposal of Refuse

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

18.0 Contractor to Verify Site Measurement

The contractor shall check and verify all site measurements whenever requested by other specialists contractors or other sub contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

19.0 Displaying the name of the work

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

20.0 Approved make

The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized agency for the waterproofing anti-termite, aluminum doors and windows and any other item as specified in the tender. The

Architect / Consultant may approve any make / agency within the approved list as given in the tender after inspection of sample / mock up.

21.0 Procurement of materials

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

22.0 Excise duty, taxes, levies etc.:

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to GST, payable in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account. Variation of taxes, duties, fees levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account. Variation of taxes, duties, fees, levies etc if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statue or law during the currency of contract the same shall be borne by the contractor.

23.0 Acceptance of Tender

The SBI Commercial Branch, Bhubaneswar shall have right to reject any or all tenders without assigning any reason. They are not bound to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the SBI Commercial Branch, Bhubaneswar.

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 mtr. in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. when a ladder is used an extra Mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.

7. No floor, no roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
- 10(i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- (ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

ANNEXURE – 4

1 – RUNNING A/C BILL

1. Name of the Contractor / Agency _____
2. Name of the work _____
3. Sr. No. of this bill _____
4. No. and date of previous bill _____
5. Reference to Agreement No. _____
6. Date of written order to commence _____
7. Date of completion as per agreement _____

Sr. No.	Item Description	Unit	Rate (Rs.)	As per Tender	
				Qty.	Amount (Rs.)
1	2	3	4	5	6

<u>up to previous R/A Bill</u>		<u>up to date (Gross)</u>		<u>Present Bill</u>		Remarks
Qty.	Amount (Rs.)	Qty.	Amount (Rs.)	Qty.	Amount (Rs.)	
	7		8		9	10

Net value since
Previous Bill

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

2. If adhoc payment is made, it should be mentioned specifically.

LIST OF MATERIALS WITH SUGGESTIVE BRAND AND THEIR MANUFACTURE

SR NO.	MATERIAL	APPROVED MANUFACTURER / BRAND
<u>A. PLYWOOD / BLOCK BOARD / PARTCLE BOARD/ DOOR / ASBESTOSE BOARD</u>		
1	Marine Ply / BWP Ply.	GREEN / CENTURY / DURO/KAJARIA/AUSTIN/EQUIVALENT MAKE
2	Block Board.	GREEN / CENTURY / DURO /AUSTIN /KAJARIA/ EQUIVALENT MAKE
3	Flush Door	GREEN / CENTURY / DURO/AUSTIN /KAJARIA/ EQUIVALENT/MAKE
4	MDF Board	GREEN/DUR/DURATUFF/ /Century/APPROVED EQUIVALENT MAKE
5	Soft Board	JOLLY BOARDS or equivalent make
6	Corean Top	DUPONT / MERINO / L.G / GREEN /APPROVED EQUIVALENT MAKE
<u>B. DECORATIVE VENEERS/LAMINATES</u>		
1	Veneers	MAYUR/ TIMEX / GREEN /VIRGO/CENTURY/ EQUIVALENT MAKE
2.	Laminate	MERINO / CENTURY / KAJARIA/ GREEN LAM/ EQUIVALENT MAKE
<u>C. GLASS</u>		
1	Glass	MODI GUARD / SAINT GOBAIN / ASAHI / APPROVED EQUIVALENT MAKE
3	Tempering or toughening of glass	MODI GUARD / SAINT GOBAIN /APPROVED EQUIVALENT MAKE
4	Glass film for tint/safety/frosting	3M or approved equivalent make
5	3D printed vinyl sticker	3M or approved equivalent make
<u>D. ADHESIVES PRESERVATIVES</u>		
1	Adhesive	FEVICOL / ARALDITE / EQUIVALENT MAKE
2	Preservative	TERMISEAL, BISON, SOLIGNUM / WOOD /GUARD/ APPROVED EQUIVALENT MAKE
<u>E. PAINTS & POLISHES</u>		
1	Interior Paints (a)Lustre Paints (b)Plastic paint	ASIAN / NEROLAC / BERGER /DULUX/ EQUIVALENT MAKE

2	Exterior paints (a) Acrylic paints (b) Cement	(a) ASIAN / NEROLAC / WEATHER SHIELD (b) ASIAN / SNOCEM / NITCO / APPROVED EQUIVALENT MAKE
3	Melamine	ASIAN / / MRF / EQUIVALENT MAKE
4	Wood Primer	ASIAN / NEROLAC / BERGER APPROVED EQUIVALENT MAKE
5	Wall Putty	Birla White / Berger / Asian Paint/ APPROVED EQUIVALENT MAKE
<u>F. FALSE CEILING</u>		
1	Gypsum ceiling	INDIA GYPSUM or approved equivalent make
2	Grid Ceiling Acoustical Gypsum Fibrous (c) Metal	(a) AMSTRONG / EQUIVALENT (b) AMSTRONG / EQUIVALENT (c) GYPROCK / APPROVED EQUIVALENT MAKE
<u>G. HARDWARES</u>		
1	Screws	GKW / NETTLEFOLD or approved equivalent
2	Locks for Cabinets	GODREJ- / DOORSET / EQUIVALENT MAKE
3	Floor spring / Door closer	DORMA/ HEMCO/ HAFELE/ OZONE/ EQUIVALENT MAKE
4	Handles & mortise locks	NEKKI – KICH / HAFELE / DORMA / GODREJ / EQUIVALENT MAKE
5	Hinges (Brass / SS finish)	HAFFELE / BLUM / GRASS / MEPLA / VISION / CIEF / YALE / EQUIVALENT MAKE
7	Key holes, door stopper /	Matching with Handles APPROVED EQUIVALENT MAKE
8	Sliding drawer Channel	HAFELLE / EBCO / SOLO/ EQUIVALENT MAKE
9	Night Latch Lock	GODREJ/LINK / APPROVED EQUIVALENT MAKE
<u>H. ACP & ALUMINIMUM SECTION</u>		
1	ALUMINIMUM SECTION	OEL/ JINDAL APPROVED EQUIVALENT MAKE
2	ACP	MAPL / ALSTRONG APPROVED EQUIVALENT MAKE
<u>I. VETRIFIED TILE</u>		
1	Floor tiles	JOHNSON /KAJARIA / NITCO/ Somany/RAK EQUIVALENT MAKE
<u>J. OTHER ITEMS</u>		
1	Cement	ACC/ Larsen & Toubro/Konark DSP APPROVED EQUIVALENT MAKE
2	TMT BAR	TATA/SAIL/RINL/JINDAL TMT/ APPROVED EQUIVALENT MAKE
3	SANITARY	HINDWARE/JAQUAR/PARRYWARE/ APPROVED EQUIVALENT MAKE

4	PLUMBING ITEMS	ORIPLAST/SUPREME/FINOLEX/SINTEX/ASTRAL APPROVED EQUIVALENT MAKE
---	----------------	-----------------------------------------------------------------

Note: In case the above brands/materials are not available, contractor has to obtain prior approval from the concerned engineer before execution of work at site.

LIST OF MATERIALS OF APPROVED BRAND AND/OR MANUFACTURER

Sl.No.	Description	Name of the Manufacturer
1	Aluminium extrusion for doors, partitions, etc.	ALOM/HINDALCO/JINDAL or any other approved manufacturer conforming to I.S. specifications.
2.	Hardware	
a)	Aluminium	M/s Metako, M/s Allen, M/s Crown with ISI mark or similar approved by Company.
b)	Brass	M/s Brass Arts (India) Pvt.Ltd. M/s Vijay Industrial Engineering Corporation or similar approved by Company.
c)	Locks (Door)	M/s Godrej, M/s Acme Locks Ltd. M/s Secure Industries Ltd. M/s Yale India Ltd.
d)	Lock (Furniture)	M/s Efficient Gadjets M/s Godrej or similar approved by Company.
e)	Floor Spring	M/s Everite Agencies Pvt. Ltd. M/s NITA Floor Spring
f)	Screw	M/s Nettle Fold/G.K.W.
g)	Castors	M/s Efficient Gadjets
h)	Sliding drawer channels	M/s Efficient Gadjets M/s Earl Behari
3.	Synthetic enamel paint, Distemper, plastic emulsion Paints	M/s ICI Ltd. M/s Berger Paints(I) Ltd. M/s Jenson & Nicholson(I) Ltd
4.	Glazing	M/s Modi Float Glass Ltd. M/s Float Glass India Ltd. M/s Continental Float Glass Lt M/s Gujarat Guardian Ltd.

Note:- If the approved brands mentioned above are not available, equivalent make as may be approved by the Architect/Consultant/ Company only to be used.

SCHEDULE OF RATES

1. The schedule of rates should be read in connection with all the other sections of the tender.
2. The quantities shown against the items of work are only approximately and may vary to any extent. No extra whatsoever shall be entertained.
3. The rates inserted in the bills of quantities are to be for the full inclusive value of the work described under the several items, including all cost and expenses which may be required in and for the construction and full protection of the work described, together with all risks, liabilities and obligations set forth or implied in the documents on which the tender is based. The quoted rates shall be for all heights, lifts and leads unless otherwise mentioned specifically in the description of item.
4. General direction and description of work and materials given elsewhere in the contractor documents are not necessarily repeated in the Bill(s) of quantities. Reference to be made to the other documents for the full information / details.
5. The contractor shall be deemed to have visited the site before quoting for the tender and to have examined for himself the conditions under which the work will be carried out including local conditions affecting labour and to have studied the items of the bills of quantities, the drawing and specification, relating to them and to have satisfied himself that the rates quoted by him provide for all minor accessories and contingent works or service as necessary for the works described even though there are not specifically defined.
6. Tenderer is advised to read items of works carefully and quoted the rates accordingly. However, if he quotes different rates for the same item(s) of work under different schedules of items, the lowest rates quoted shall be made applicable to all the Bill of Quantities and the contract sum shall be corrected accordingly.
7. Where an item of work not mentioned in a particular bill of quantities, is required to be executed and where the rate for such an item of work is quoted under a different bill of quantities forming a part of this contract, then the contractor being called upon shall execute the work and shall be paid at the rate so quoted. Nothing extra over shall be payable on this account.
8. The drawing(s) attached with this tender document are for the purpose of tender inquiry, giving the tenderer a general idea of the nature and the extent of works to be executed.
9. The rates quoted by the tenderer shall be deemed to be for the execution of the works in accordance with the "Construction Drawings" (to be supplied to the contractor at the "Design Aspect" of these drawings).

10. The rates quoted by the tenderer shall include all labour, tools and plants, materials inclusive of all, transport, loading, unloading charges, all levies, all taxes, excise duties, etc. at the time of quoting their rates. The quoted rates shall remain firm throughout the contract period. No escalation on prices of labour and materials shall be entertained.