GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

"Contract" means the documents forming the Tender and the acceptance thereof and the formal Agreement executed between State Bank of India (Client) and the Contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Client 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.
'SBI / Bank / Employer /Client ' shall mean The Assistant General Manager, State Bank of India, Premises & Estate Department, 4th Floor, Local head office, Chennai 600 006 and includes the Client's representatives, successors and assigns.

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

1.1.2 'The Contractor/Vendor' 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.

1.1.3 The expression 'work' more fully described in BOQ and Drawings and the permanent or temporary work described in the "Scope of work" and / or to be executed and recorded in accordance with the Contract and shall include all extra and or additional or altered or substituted items of works as required and required for the performance of the Contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the Contractor hereunder and work to be done by the Contractor.

1.1.4 'Project Engineer' shall mean the representative of Contractor who will present at site and available at all times while the work is in progress for day to day supervising the works.

1.1.5 'Drawings' shall mean the drawings prepared by the Contractor and referred to in the specifications and any modifications of such drawings from time to time.

1.1.6 '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. "The Contract Price/Project Cost" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.

1.1.7 '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

1.1.8 "Month" means calendar month.

1.1.9 "Week" means seven consecutive days.

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

1.1.12 "The Equipment/Product" means all the Lifts along with the accessories which the Vendor is required to supply to the Bank under the Contract.

1.1.13 "The Works/Project" shall mean the works to be executed or done under this contract.

1.1.14 "The Project Site" means locations where the lifts are to be supplied and installed and services as desired in this tender document are to be provided.

1.1.15 "The Schedule of Quantities/BOQ" shall mean the schedule of quantities as specified and forming part of this contract.

Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice verse where the Context requires.

Signature of the tenderer

CLAUSE

1.0. LANGUAGE

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

2.0 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.

3.0 SCOPE OF WORK:

The detailed scope of the work is given in the Special Conditions of contract.

4.0 **BID PREPARATION**:

4.1 The Bidder is advised to inspect the site and satisfy himself on his own responsibility and his own expenses all the following information and other necessary data, particulars which may be required for the purpose of preparation and submission of their bids:

i) The size of the existing lift well dimensions
ii) Required Works to be carried out in the lift well etc
iii) Required civil work for the proper execution of the work
iv) any other adverse conditions or hindrance to the installation
v) Availability of Power
vi) Security gate pass requirements
vii) Storage space for the new lifts materials and accessories
viii) Permissible working hours at the site
ix) Whether lift has to be installed in coordination with other agencies etc
x) Any demo or presentation is required by Bank before installation
xi) traffic regulations, law & order situations in the area

4.2 The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

4.3 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.

5.0 **CLARIFICATION /AMENDMENTS AND CORRIGENDUM:**

5.1 Bidder requiring any clarification of the bidding document may notify us in writing at the address/by e-mail given in the NIT within the date/time mentioned or attend the pre bid meeting and get the clarification.

5.2. The clarifications to the queries received or amendments in the tender will be posted on the Bank's website and e-tender portal as a corrigendum/Addendum. No individual communication will be conveyed to the Bidders. The interested parties/Bidders are advised to check the above website regularly till the date of submission of Bid document and ensure that clarifications / amendments issued, if any, have been taken into consideration before submitting the Bid. Such

amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. SBI will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.

5.3 Depending upon the site conditions and the Bank's requirements, a pre-Bid meeting, if required, will be held on the date and time specified in the tender which may be attended by the interested Bidders or their representatives and get their queries clarified.

5.4. SBI reserves the right to amend, rescind or reissue the tender, at any time prior to the deadline for submission of Bids.

5.5. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the tender or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

5.6. Queries received after the scheduled date and time will not be responded/acted upon.

6.0 **EARNEST MONEY DEPOSIT (EMD):**

6.1 The Bidder shall submit, as part of its Bid, an EMD as stipulated (in the NIT) in the form of Demand Draft or Banker's Cheque drawn in favour of "**State Bank of India**" drawn on any Bank in India and payable in Chennai or by Bank Guarantee (from any Bank other than SBI) shall be submitted.

6.2 EMD in any other form other than as specified above will not be accepted. Tenders received without EMD shall be summarily rejected and such tenderers shall not be allowed to participate in the online price bidding process.

6.3 No interest will be paid on the EMD.

6.4 The EMD of the unsuccessful Bidder shall be refunded soon after the decision to award the contract is taken.

6.5 EMD of successful Bidder will be retained as a part of security deposit. EMD will be returned by M/s SBI after submission of ISD.

6.6 The EMD shall stand absolutely forfeited:-

a. if the finally selected bidder revokes his Bid at any time during the period when he is required to keep his Bid open for acceptance by the SBI

(or)

b. after the bid is accepted by SBI, the vendor fails to enter into a formal agreement with the Bank

(or)

c. the bidder fails to pay the initial security deposit as stipulated

(or)

d. the bidder fail to supply the lifts or complete the works within the stipulated time.

6.7 If the tendering process is delayed for any reason, the Bank will insist on the revalidation of the DD or BG and the bidder has to get it revalidated and submit again.

7.0 **BID SUBMISSION**

7.1 Tenders should be **submitted online** in the website https://etender.sbi. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. The server time (which is displayed on the e-tender portal dashboard) will be considered as the standard time for referencing the deadlines for submission of bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. Bidder will be responsible for any delay due to other issues.

7.2 The bidders should submit their bids online with their valid digital certificate, which confirms that the bidders have read and understood the tender terms and conditions. Claiming ignorance of all the terms and conditions in this tender either before or after the PO is issued or during the progress of the work will not be accepted.

7.3 The bidder shall submit the documents enlisted in the checklist in the NIT in the softcopy format. ie scanned copy of the documents in PDF format (preferably in colour) as required. The SBI

will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

7.4 The documents submitted online in the **Technical Bid should NOT contain any price** information. Such Bid, if received, will be rejected.

7.5 The bidder shall submit his quotes online through the PRICE BID in the e-procurement portal. The price bid will be opened only if the Bid is unconditional, and the bidder qualifies as per eligibility criteria and meets technical specifications.

7.6 No claim for submission of offline bids will be entertained. Such bids will not be considered.

8.0 **PRICE BID: RATES QUOTED BY BIDDER**

8.1 The contractor shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid for the works and the rates/ amounts stated in the schedule of quantities and / or the schedule of rates and amount as provided covering all his obligations under the contract and all matters necessary for proper completion of the works expected in this document.

8.2 The rate quoted shall be firm and shall include costs of all materials, loading, transport, unloading, Installation charges, wastage of materials during execution, levies, Octroi(if applicable), local body taxes(if applicable), all type of Insurance Charges, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work etc..

8.3 Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and No extra charges will be paid over and above the contract amount on account of any other charges (existing or future addition) or on any other account.

8.4 The GST shall be paid extra as applicable.

8.5 Rate Revision in the contract amount is not permitted during the validity period of the contract for any reason including during the extended period, if any.

8.6 Any request for review of the price bid after the bid opening will not be entertained.

9.0 **OPENING AND EVALUATION OF BIDS**

9.1 The online Bids will be opened at the office of the AGM(P&E) in LHO, Chennai. Representatives of Bidder may be present during opening of Bids. However, Bids would be opened even in the absence of any or all the bidder's representatives.

9.2 In the two bid system, the technical bids will be opened at the scheduled time mentioned in the NIT. In case, if the date of opening is declared as nonworking day or Holiday, the bids will be opened on the next working day. The price bid of the qualified vendors will be opened on a subsequent date which will be intimated to the bidders.

9.3 **VALIDITY OF BID**

Bids shall remain valid and open for acceptance for a period stipulated in this document from the date of opening of price bid. If the Bidder 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.

10.0 **PRELIMINARY EXAMINATION**

10.1 SBI will examine the Bids to determine whether they are complete, on required formats & accompanied by supporting Documents and the Bids are conforming to all the terms and conditions of the Bidding Document without any deviations and are generally in order.

10.2 If a Bid does not conform to the terms and conditions, it will be rejected. However, SBI will have right to demand submission of more information as required, if any of the document is partly submitted. If the bidder does not respond within the stipulated time, SBI will reject or disqualify the

bid.

11.0 **TECHNICAL EVALUATION**

11.1 Only those Bidders and Bids who have been found to be in conformity of the terms and conditions during the preliminary evaluation would be taken up for further detailed evaluation. Those Bids who do not qualify during preliminary examination will not be taken up for further evaluation.

11.2 The Bank will evaluate the bids on technical & functional parameters.

11.3 During evaluation of bids, the SBI may, at its discretion, ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

11.4 The tenders must be unconditional. Conditional tenders leading to unknown / indefinite liability may be summarily rejected.

12.0 **EVALUATION OF PRICE BIDS AND FINALIZATION**

12.1 Only those Bidders who qualify in technical evaluation would be shortlisted and the online price bid submitted by the bidder will be opened.

12.2 The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the On line bidding or Reverse Auction (if conducted).

12.3 If the L1 bidder withdraws, then the EMD will be forfeited and the tender will be re-invited. The L1 bidder will not be allowed to participate in the retendering process.

13.0 **CONTACTING THE BANK:**

13.1 No Bidder shall contact Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

13.2 Any effort by a Bidder to influence or Bank in its decisions on Bid evaluation, or contract award may result in rejection of the Bid.

14.0 **AWARD OF WORKS**

14.1 Within the validity period of the Tender the Bank shall issue a letter of acceptance either directly or through the by registered post or by e-mail to the successful bidder's email id registered with the Bank/ 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 SBI and the Contractor. If required, Bank will issue separate PO for the AMC of the ACs to the contractor after the completion of the warranty period.

14.2 Bank reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

14.3 **SBI's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

SBI reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to award of the contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the SBI's action.

14.4 The acceptance of a tender rests with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

14.5 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 15 days of receipt of the communication and to enter into an agreement with the Bank.

Signature of the tenderer

15.0 **INITIAL SECURITY DEPOSIT**

15.1 Initial security deposit shall be 2% of contract value in favour of the Bank, unless or otherwise specified.

15.2 The successful Bidder will have to submit ISD by means of D/D or Bank Guarantee within a period of 15 days of acceptance of Bid

15.3 No interest shall be paid on the amount retained by the Bank as Security Deposit.

16.0 **SIGNING OF CONTRACT DOCUMENTS**

The successful Bidder shall be bound to execute the Agreement in a non judicial stamp paper of appropriate value within 15 days from the receipt of intimation of acceptance of his Bid by SBI. However, the written acceptance of the Bid by the Bank will constitute a binding agreement between the Bank and successful Bidder pending execution of formal agreement. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this tendering process shall be borne by the successful bidder.

For AMC separate agreement will have to be entered with the Bank against the issue of PO.

17.0 **INSTALLATION OF LIFTS:**

17.1 The Contractor shall carry out and complete the lift installation work as per standard specifications / as stipulated in this contract and OEM's recommendations / Industrial standards and to the satisfaction of the Bank. Bank will issue further written instructions, detailed directions and explanations with respect to the specifications, quality or quantity of works or the addition or omission or substitution of any work.

18.0 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

18.1 All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by SBI during the execution of the work and to his entire satisfaction. The Contractor shall use only products bearing ISI marking in the work for those materials for which no makes are mentioned in the tender.

18.2 No refurbished, second hand and spurious materials should be used. If required, the contractor has to submit the details of the source of his purchase of materials to SBI. SBI reserves its right to enquire and collect data from the supplier to confirm the authenticity of the materials. SBI has the right to stringent action against the contractor, as deemed fit, in addition to suspend / cancel the contract.

18.3 Contractor should get approval of the samples of materials in advance with before use of the same in the work. Should be contractor desire to substitute any specified materials with "Equal" or "Other approved" etc., he/they must obtain the specific approval of the Bank / in writing for any such substitution, well in advance. In case of materials / Items which are not available, the Contractor shall have to submit a letter from manufacturer to that effect. Alter proper verification, alternative material may be selected by SBI . In that case there will not be any increase of the quoted rates. However, if Accepted alternative is cheaper the cost benefit is to be passed on to SBI.

18.4 Samples of all materials to be used must be submitted when so directed by SBI . If required, the contractor shall have to carry out tests on materials in approved materials testing laboratories or as prescribed by SBI at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges, transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account will be entertained.

18.5 If the contractor has used any material which is not complying with the specifications, or the workmanship is bad or the material used is substandard or second hand etc, SBI shall during the progress of the work have power to order the removal and substitution of the material or proper re-

execution of the work within a reasonable time. In case the contractor refuses to comply with the order, SBI shall have the power to employ other agencies to rectify or re-execute the work at the cost and risk of the contractor.

18.6 Any damage (during the work) to any part of the work or to the premises for any reasons due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

18.7 Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

18.8 When the employer observes that the progress of the work is not satisfactory or very slow or not in a workmanship manner or of poor quality or violative of safety protocols etc, the contractor shall be issued a suitable advise to rectify the same or replace the materials or redo the entire work, within a reasonable time frame. If the contractor could not rectify the things within the time frame given, in the interest of the work, the Employer reserves the right to execute any part of the work included in this contract or the entire work by any other Agency or persons and contractor shall allow all reasonable facilities and extend cooperation for the execution of such work.

18.9 All expenses consequent thereon or incidental thereto as certified by shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, shall relieve the contractor from his liability in respect of unsound work or bad materials.

18.10 SAMPLES

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

18.11 It may clearly be noted that the inspection and approval of the items of work at any stage shall not exonerate the Contractor of his responsibilities in respect of the quality of work, workmanship and quality of materials. The work should be completed as per the items specified in the document

19.0 COMMENCEMENT OF WORKS, COMPLETION PERIOD & EXTENSION OF TIME

19.1 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 SBI whichever is earlier.

19.2 Time is essence of the Contract and shall be strictly observed by the Contractor. The work should be completed in all respects within the period stipulated in the NIT. No request for extension will be entertained and the bidder has to plan and mobilize his resources for the satisfactory completion of the project within the time period agreed in the tender.

19.3 If in the opinion of the Employer, the work is delayed due to the following reasons not attributable to the contractor, the employer shall make a fair and reasonable extension of time, for completion of the Contract works

a) By force majeure (or)
b) By reason of any exceptionally inclement weather (or)
c) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's own default (or)
d) By the works not referred in the Schedule of Quantities or specifications (or)
e) By reason of civil commotion, workmen strike or lock-out (or)

f) In consequence of the Contractor not having in due time, necessary instructions from the Employer for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions

19.4 In case of such strike or lock-out, the Contractor shall as soon as possible give written notice thereof to the employer, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the employer to proceed with the work.

19.5 In case the work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from Employer or for any of the conditions, the contractor shall be allowed reasonable extension of time by the employer but any claim for idle labour shall not be entertained by the employer. The contractor's quoted rates should include for all such contingencies.

19.6 If, in the opinion of the Architect, the work be delayed for reasons beyond the control of the Contractor, he may submit a recommendation to SBI to grant a fair and reasonable extension of time for completion of work as per the Terms of Contract. If the Contractor needs an extension of time for the completion of work or it 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 SBI through the in writing at least 07 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 shall submit their recommendations to SBI in the prescribed format for granting extension of time. While granting an 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 SBI the provision of liquidated damages as stated in the tender 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.

20.0 PAYMENT TERMS

20.1 **For the SITC of lifts**

The payment for the works to be executed under this contract shall be made as follows:

i) Advance payment will not be given

First Stage Payment

60% of the quoted rate per lift against submission of the following:

i) Unconditional Order Acceptance.
ii) Bank Guarantee towards Security Deposit (5 % of Contract Amount)
iii) Manufacturer's Inspection and Test Certificates.
iv) Delivery of material at site and Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied without any additional charge to the Bank.
v) Policies of insurance covering all the risks during transit, storage, installation, commissioning, testing and handing over including third party liabilities.

Second Stage Payment

20% of the quoted rate pro rata against erection, testing and commissioning of the lifts

Final Stage Payment

15 % payment shall be released on the vendor's complying to the technical observations of the Competent State Licensing / inspecting authority on prorate basis.

5% will be retained as the Security deposit till the completion of the defects liability period. However, the same can be released against submission of BG for equivalent amount provided that the BG is valid for the required period.

(Note – Documentary proof of excise duty/custom duty, octroi etc. paid is to be submitted for release of payment at First Stage.)

ii) **Retention amount**:

5% payment will be retained as Performance Security till the completion of the defects liability period and shall be released after the completion of the DLP subject to the Contractor's timely rectification of the defects, breakdowns, timely preventive maintenance during the DLP and completion of the first year AMC period.

iii) Payment shall be made by way of Electronic fund transfer by LHO.
iv) Bidder should furnish details of the bank a/c no, IFSC code along with their invoices.

For the AMC

i) No advance payment.
ii) Quarterly payments will be released after the end of the quarter subject to deductions for shortfall in services.
iii) Field reports of the PM and breakdown maintenance reports shall be enclosed to the Invoices.

20.2 Part/Interim payment is paid as per the payment terms mentioned in the NIT. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

20.3 If the Bank has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.
As regards Contractor's claims for extra /deviated items, the onus of getting 's / Owner's approval for the admissibility of such items lies on the Contractor. After the admissibility is confirmed by Client in writing, the Contractor will submit his rate analysis and details of claims. The Contractor will include extra/deviated items in his interim bills only after SBIs approval of rates on the basis of recommendations.

20.4 The final bill shall be accompanied by a certificate of completion or Commissioning report signed by an official of the Bank/ . Payments of final bill shall be made after deduction of Retention Money as specified, which shall be refunded after the completion of the Defects Liability Period provided the contractor has rectified all defects to the satisfaction of the Bank. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

20.5 **GST as applicable shall be paid extra** and the same shall be clearly shown in the invoices.

20.6 Statutory deduction towards income tax and other taxes as and when directions from statutory bodies are received will be made at the time of making payments. Currently, I.T. will be recovered as applicable as per Government Rules. GST-TDS as per applicable rates will be deducted, wherever applicable.

20.7 **GST:**
a. Payments will not be made to inactive GST or invalid GST invoices.
b. Bill payment will be made only on submission of proper GST invoice. Invoice should specifically disclose the amount of GST levied at applicable rate.
c. Non-GST invoices will not be accepted. d.
d. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment.
e. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor

20.8 The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract, unless otherwise specified.

20.9 All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the

tender, in respect of any items of work, payment will be made for the actual work done, on the basis of lump sum charges, as will be assessed by SBI .

20.10 CERTIFICATE OF PAYMENT

The final bill may be submitted by Contractor within a period of 15 days from the date of virtual completion. SBI shall pay the amount within a period of one month from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

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

Provided always that the issue of any certificate during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the Contractor from his liability under clause.

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

The Contractor shall not submit interim bills when the approximate value of work done by him is less than 1/3 of total Contract value and the minimum interval between two such bills shall be 15 days.

21.0 SECURITY DEPOSIT

21.1 Retention Money**:** From each running bill, an amount at the rate of 10% of the gross value of the running bill shall be recovered as retention money, till the total retention amount including the EMD and ISD amount already with the Bank become 5% of the value of the contract amount. This amount is called as Total Security Deposit**,** which consists of three components.

a) EMD – Earnest Money Deposit
b) ISD - Initial Security Deposits
c) RM - Retention Money.

21.2 The total security deposit(5%) will be kept with the Bank. The total security deposit amount shall be refunded without interest to the contractor 60 days after the end of defects liability period, provided he has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract and also entering into the AMC contract with the Bank at the quoted price.

21.3 The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, which may appear within the defect's liability period. In case of failure on the part to do so, the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit due to the contractor.

21.4 During the contract period, all compensation or other sums of money payable by the Contractor to Bank under the terms of this contract, will be deducted from the security deposit, or from any sum that may become due to the Contractor on any account whatsoever.

21.5 In the event of the Security Deposit being reduced by reasons of any such deductions, the Contractor shall within 7 days of being asked to make good, by DD, any sum which have been deducted from his security deposit.

22.0 PENALTY CLAUSE / LIQUIDATED DAMAGES

The successful bidder shall execute the work in a workmanship like manner and complete the work within the stipulated period in the NIT. If the Contractor fails to maintain the required progress in terms of respective clause of GCC or to complete the work and clear the site including vacating their office on or before the Contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to SBI on account of such breach to pay a liquidated damages at the rate of @ 0.5% of the incomplete portion of the Contract value per week for every week of delay or part thereof beyond the scheduled date of completion subject to a maximum of 5% of the Contract value. If the work is delayed beyond 3 months for reasons attributable to the Contractor, the contract will be terminated.

Where the contractor is undertaking the AMC, the penalty clause will be as per the terms and conditions of AMC Contract**.**

23. VARIATION IN QUANTITY / SUBSTITUTION OF ITEM

23.1 No alteration, omission or variation ordered in writing by the shall vitiate the Contract. In case SBI / 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 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 previous consent in writing of the and the value of such extras, alterations, additions or omissions shall in all cases be determined by the and the same shall be added to or deducted from the Contract value, as the case maybe.

23.2 The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure shall be considered to be approximate and no liability shall attach to the employer for any error which may be discovered therein.
i) The Contractor at site verify the dimensions shown in the drawings before he takes up actual manufacture of the several items, making allowances for the actual dimensions that prevail at site
ii) If neither the drawings nor the specifications nor the accepted bills of quantities include any part/ parts the intention to include which is never the less clearly to be inferred and which are obviously necessary for the proper completion of the works/ installations, all such parts shall be supplied and executed by the Contractor at no extra charge.
iii) Anything contained in one or another of (a) the drawings (b) the specifications and (c) the accepted bills of quantities and not found in the other will be equally binding as if contained in each of them.

23.3 The Employer reserves the right to increase or decrease or delete or omit or execute only a part or the whole or any excess thereof, as per the site requirements, without assigning any reason therefor at the time of allotment / execution of work. The contractor will be paid for the actual work done at the site. No variation shall vitiate the contract.

23.4 The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account. Payment will be made on actual measurement of the work done. All measurements shall be as per relevant I.S. standards

23.5 Bank reserves the right to order more quantities than what is mentioned in this tender (at the same rate and terms and conditions) either at the same site or other sites as per the need within the validity of this tender.

23.6 No claim for an extra item shall be allowed unless it shall have been executed under the authority of the Architect/ with the concurrence of SBI. The price of all additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of market rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads.

24. CONTRACTOR'S EMPLOYEES

24.1 The Contractor shall employ technically qualified / having appropriate skill and competent persons fully trained and adequately experienced technicians, who are medically fit. They should be free from any contagious diseases. The technicians shall be well mannered and properly dressed with shoes etc.

24.2 The contractor shall provide necessary training on safety measures while executing the work wherever necessary so as to avoid accident. The Bank shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all risk insurance policy including third party insurance as may be necessary to cover the risk.

24.3 The contractor / firm shall be held responsible for any misdeeds / misbehaviour of their employees within the premises. Bank is not responsible for any damages or claims on account of the misbehavior / misdeeds of his employees. For this purpose, any person supplied by the contractor to be engaged on the work on regular basis or as an alternate arrangement, under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the

contractor.

24.4 The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or incompetent or who may misconduct. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

24.5 No employee of the Bank is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.

24.6 Contractor should not engage child labour in any of the activities in this contract.

24.7 The contractor shall not employ person who is not an Indian National.

24.8 The technician shall not over stay in the Bank premises or in the odd hours or holidays unless or otherwise required for specific reasons like maintenance, repair works etc.

24.9 In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time.

24.10 The Contractor's workmen will not have any right whatsoever to get absorbed in the Bank. The Contractor shall be responsible for all the claims of the employees of the Contractor and shall not make and claim whatsoever against the Bank. The Contractor shall be responsible for all statutory requirements e.g. ESI, PF, labour registrations, Insurance coverage etc. The contractor is responsible for compliance of all the rules & safety regulations etc.
Minimum wages as prescribed by the Labour Act shall be payable by the contractor as the case may be. The Contractor shall bind himself and keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

25. WORKING HOURS AT THE SITE

As instructed by Bank. Contractor to ensure that the routine operations at the site are not affected by the contract work. If required, they have to work on the Bank Holidays in coordination with other agencies in order to achieve the progress and quality of the works at no extra cost to SBI. All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance. The rate quoted shall include for doing work round the clock. No extra is payable in this respect.

26.0 ASSIGNMENT AND SUB-CONTRACTING

26.1 The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.
However, the Contractor after the approval of the Bank/ , may assign the work or part thereof to their associate agencies within the conditions stipulated in the Tender.
The successful Tenderer awarded with the work assumes overall responsibilities and are solely responsible for co-ordination, execution of works by engaging their associate agencies for the work and extracting the works from them as per specification within the time frame to the satisfaction of Bank as per Tender conditions. Any dispute if arise among them to be sorted out / settled at their level. The successful Tenderer is the sole representative for whole work and they / he is liable for any violations of clauses of this Tender.

27.0 STORAGE OF MATERIALS

27.1 Bank will designate an open equipment storage area for use by the Contractor. The Contractor shall make his own arrangements for having a lockable storage including locking

arrangement and shall restrict usage to area designated and shall notify Client prior to storing of any large equipment which will impose heavy concentrated loading on floor area. Contractor shall not store such equipment until approval is received.
However, the contractors shall be responsible for the custody and security of all materials and equipment at site. No claim for loss or theft will be entertained by the Bank.

27.2 Shelter or stay and other amenities for the labors have to be arranged by the contractor at his own expense and responsibility.

27.3 On completion of the works, the contractor shall remove all tools, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and keep the workspace clean and in a workmanlike condition to the satisfaction of the Bank

28.0 FORCE MAJEURE

28.1 Notwithstanding the provisions of General terms and conditions of the Contract, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

28.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

28.3 If a Force Majeure situation arises, 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. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28.4 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. 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.

28.5 Should one or both parties be prevented from fulfilling the Contractual obligations by state of force majeure lasting to a period of 6 months or more the two parties shall each other to decide regarding the future execution of this Agreement.

29.0 COMPLIANCE OF STATUTORY REGULATIONS

29.1 The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities like Electricity, Pollution Control Boards, Municipal Authorities, water and Sewerage boards and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.

29.2 The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer. The Contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any equipment, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has

informed the Employer, before any such infringement and received their permission to proceed and shall himself pay all royalties, fees, damages, coat and charges of all and every sort that may be legally incurred in respect thereof.

29.3 The contractor should strictly abide by the Central/State labour regulation for the Minimum Wages, Payment of wages, Workmen Compensation, PF, ESI, Contract labour, including the latest amendments, if any and other safety regulations.

29.4 The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

30.0 INSURANCE & DAMAGE TO PERSONS AND PROPERTY ETC

30.1 The insurance shall be for an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid until the Completion of the project or handing over whichever is later.

30.2 Should any loss or damage occur, the Vendor shall initiate and pursue claim till settlement and promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

30.3 The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

30.4 The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

30.5 The Contractor shall, except if and so far as the Contract provides otherwise indemnify SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect.

30.6 The contractor shall be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

30.7 The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

31.0 DETAILED INSTRUCTIONS:

SBI through its s shall furnish with reasonable promptness additional instructions by means of corrections in the 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 therefrom.

32.0 PROTECTION OF WORKS AND PROPERTY:

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Bank'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 at his own cost. The policy may be taken in joint names of the Contractor and SBI and the original policy may be lodged with SBI.

32.1 CONTRACTOR TO INDEMIFY:

The Contractor shall fully indemnify and keep indemnified SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the Contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the Contractor shall not be liable to indemnify SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the in this behalf.

33.0 INSPECTION OF WORK:

SBI or their representatives shall at all reasonable times have free access to the work site or to the workshop, factories, or other places where materials are lying and the Contractor shall give every facility to SBI and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by SBI except the representative of Public Authorities shall be allowed on the work at any time. The proposed work either during its execution stage or its completion can also be inspected by the Chief Technical Examiner organization a wing of Central Vigilance commission.

34.0 CONTRACTOR'S SUPERINTENDENCE

The Contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the may consider necessary until the expiry of the defects liability period, stated hereto. The Contractor shall meet the or his representative whenever required if demanded by Client.

The Contractor shall maintain and be represented on site, at all times while the work is in progress, by a responsible "Project Engineer" who is in charge of site, approved by the and He should be in a position to answer for any clarification during site visit by / Client Engineers and must thoroughly understand all the trades entailed and be constantly in Attendance, while the person are at work. Any directions, explanations, instructions or notices given by the / Client to such Project Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Project Engineer shall be thoroughly conversant with the English Language and should be able to read, write and-speak English.

35.1 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 . Should the rate of progress of the work or any part thereof be at any time be in the opinion of the too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the shall thereupon take such steps as considered necessary to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the neither shall relieve the Contractor from fulfilling obligations under the Contract nor he will be entitled to raise any claims arising out of such directions.

35.2.0 PHOTOGRAPHS OF WORKS CARRIED OUT

The Contractor shall every month supply at his own cost a reasonable number of colored photographs of the works (either Soft or hard copies) carried out from time to time as per the instructions of, the . In the event of any dispute or termination of Contract either by SBI / Bank or the Contractor as provided for in the respective Clause, the Contractor shall arrange to obtain Photographs of the works completed up to the date of such termination of Contract.

36.1 WORKS TO BE MEASURED

The may from time to time intimate to the Contractor that the required work to be measured and the Contractor shall forthwith attend or send a qualified representative to assist the 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 shall take joint measurements with the

Contractor's representative. The Contractor or his authorized representative shall sign all the pages of the measurement in token of his acceptance. All the corrections shall be duly attested by both representatives. 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 shall be final. All authorized extra work, omissions and all variations made shall be included in such measurement.

36.2 **METHOD OF MEASUREMENT**

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date rules laid down by the Bureau of Indian Standards prevailing at the time of Tendering. In the event any dispute / dis-Agreement the decision of the shall be final and binding on the Contractor.

36.3 FINAL MEASUREMENT

The measurement and valuation in respect of the Contract shall be completed within 15 days of the virtual completion of the work.

37.0 VIRTUAL COMPLETION CERTIFICATE(VCC)

On successful completion of entire works covered by the Contract to the full satisfaction of SBI, the Contractor shall ensure that the following works have been completed to the satisfaction of SBI:

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

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

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

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

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

Upon the satisfactory fulfillment by the Contractor as stated above, the Contractor shall be entitled to apply to the for the virtual Completion Certificate. If the is satisfied of the completion of the work, relative to which the completion certificate has been sought, the shall within fifteen (15) days of the receipt of the application for Virtual Completion Certificate, issue a VCC in respect of the work for which the VCC has been applied.

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

38.0 WORKS BY OTHER AGENCIES

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

39.0 INSURANCE OF WORKS

39.1 without limiting his obligations and responsibilities under the Contract the Contractor shall insure in the joint names of SBI and the Contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the Terms of Contract and in such a manner that SBI and Contractor are covered for the period stipulated in the respective clause. of GCC and are also covered during the period of maintenance for loss or

damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause.

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

39.2 THIRD PARTY INSURANCE

Before commencing the execution of the work the Contractor but without limiting his obligations and responsibilities shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of SBI, by or arising out of the execution of the works or in the carrying out of the Contract.

39.3 MINIMUM AMOUNT OF THIRD PARTY INSURANCE

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

39.4 The minimum insurance cover for physical property, injury, and death is Rs.5 Lakhs per occurrence with the number of occurrences limited to four. After each occurrence Contractor will pay additional premium necessary to make insurance valid for four occurrences always.

40.0 ACCIDENT OR INJURY TO WORKMAN:

40.1 The Contractor shall immediately on occurrence of any accident at the site or in connection with the execution of the work report such accident to the . The Contractor shall also such report immediately to the Competent Authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

40.2 SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any sub-Contractor, save and except an accident or Injury resulting from any act or default of SBI other agents ,or employees. The Contractor shall indemnify and keep indemnified SBI again stall 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.

40.3 INSURANCE AGAINST ACCIDENTS ETC. TO WORKMEN

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

40.4 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 SBI may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by SBI as aforesaid from any amount due or which may become due to the Contractor, or recover the same as debt from the Contractor without prejudice to the others rights of SBI against Contractors.

40.4.1 In respect of such default, SBI shall be entitled to deduct from any sums payable to the Contractor the amount of any damages costs, charges, and other expenses paid by SBI and which are payable by the Contractors under this clause. The Contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause,

proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

41.1 NO COMPENSATION OR RESTRICTIONS OF WORK

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

41.2 SUSPENSION OF WORK

i) The Contractor shall, on receipt of the order in writing of the 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 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 works or part there of:

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

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

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

43.0 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 Bank / shall have the power to adopt any of the following course as they may deem best suited to the interest of SBI.

a) To rescind the Contract (of which rescission notice in writing to the Contractor by the Bank / shall be conclusive evidence) and in which case the security deposit of the Contractor shall be forfeited and be absolutely at the disposal of SBI.

b) To employ labour paid by SBI and to supply materials to carry out the work, or any part of the work, debiting the Contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Bank / shall be final and conclusive against the Contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the Contractor under the Terms of this Contract the certificate of as to the value of work done shall be final and conclusive against the Contractor.

c) To measure up the work of the Contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the shall be final and conclusive) shall be borne by original Contractor and may be deducted from any money due to him by SBI under the Contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof. In the event of any of above courses being adopted by SBI the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the Contract and in case the Contract shall be 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 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.

44.0 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 Bank / that he is able to carry out and fulfill the Contract and to give security therefore if so required by the Bank / .

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 SBI through the or shall charge or encumber this Contract or any payment due to which may become due to the Contractor there under:

a) Has abandoned the Contract; or

b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 15 days after receiving from SBI through the 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 with in 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 SBI through the that the said materials were condemned and rejected by the Bank / under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's or 's instructions to the contrary subject any part of the Contract. Then and in any of said cases SBI and or the 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 SBI or the or the obligation and liabilities of the Contractor the whole of which shall continue in force as fully as if the Contract had not been so determined and as if the works subsequently had been executed by or on behalf of the Contractor. And, further SBI through the , their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other Contractors or persons to complete the work and the Contractor shall not in any was interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient SBI or the 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 SBI sell the same by public auction after due publication, and shall adjust the amount realized by such auction. The Contractor shall have no right to question any of the acts of SBI incidental to the sale of the materials etc.

45.0 SETTLEMENT OF DISPUTES AND ARBITRATION

45.1 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.

45.2 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 or in case the Contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the Contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises & Estate) S.B.I., Chennai and endorse a copy of the same to the , within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the Asst. General Manager (Premises & Estate) in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager(Premises & Estate) in writing in the manner and within the time aforesaid.

45.3 The Asst. General Manager (Premises & Estate) shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of the Asst. General Manager (Premises & Estate) State Bank of India, Local Head Office submit his claims to the conciliating authority namely the Circle Development Officer, State Bank of India, Local Head Office for conciliation along with all details and copies of correspondence exchanged between him and the Asst. General Manager (Premises &Estate).

45.4 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 of the Bank for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.

45.5 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 and who will be Dy.General Manager & Chief Engineer. 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 a or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such a person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

45.7 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.

45.8 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 the rules made thereunder.

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

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

45.11 WORK TO BE CONTINUED DURING THE PENDENCY OF THE ARBITRATION

The Contractor shall continue with the work with due diligence and speed so as to complete the same within the period agreed upon, notwithstanding any dispute or different or question as referred to arbitration. The works shall not be delayed on account of any such reference made to the Arbitrators.

46.0 WATER SUPPLY

The Contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. However, water could be arranged by the Bank and the amount equivalent to **0.25 %** of final bill value of total work done towards the water charges shall be recovered from the Contractors.

47.0 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 the 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.

(Or)

Alternately if the Contractor makes a written request the electric power would be arranged by the Bank at a particular point and the Contractors have to make their own arrangement for tapping the supply at various points. The amount equivalent to **0.25 %** of the final bill value of work done towards the Electricity charges shall be recovered from the Contractors.

48.0 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 (latest), laws(latest), 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) Employee's 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.

49.0 TECHNICAL AUDIT CLAUSE

The work is liable to be technically audited by the chief Technical Examiner of the Central Vigilance Commission of the Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be effected.

SBI shall have a right to cause a technical examination and audit of works and the final bills of the Contractor including all supporting vouchers, abstract, etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract the Contractor shall be liable to return the amount of over payment and it will be lawful for SBI to recover the same from any sum or due to him and in any other manner legally permissible and if it is found, that the Contractor was paid less then what was due to his under the Contract in respect of any work, executed by him under the Contract the amount of such under payment shall be duly paid by SBI.

Any sum of money due and payable to the Contractor (including Security deposit returnable to him) under this Contract may be appropriated by SBI and set off against any claim of SBI for the payment of a sum of money arising out of or under any other Contract made by the Contractor with SBI.

50.0 ADDRESS FOR COMMUNICATION

All letters and Notices under or pursuant to these presents shall be hand delivered against acknowledgement or sent by Registered Post with Acknowledgement due at the respective addresses mentioned below or to the e-mails of the contractor registered with the Bank. Any change in the addresses shall be duly intimated by the concerned Party to all others.

I. Address of SBI

The Assistant General Manager,
State Bank of India, Premises & Estate Department,
4th Floor, Local head office, 16, College lane,
Nungambakkam, Chennai 600 006
Email: agmpre.lhoche@sbi.co.in

2. Address for the Contractors

M/s. ----------

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