STAE BANK OF INDIA,
REGIONAL BUSINESS OFFICE : V
TAKATPUR CHHACK, BARIPADA -757003
NOTICE INVITING e-TENDERS

Part – I (Technical Bid)

WORK: WATER PROOFING & OTHER CIVIL WORK OF UDALA BR UNDER RBO BARIPADA

Tender reference No: **SBI/BHU/AO-BAL/RBO-V/15/25-26/ DTD 23.02.2026**

Payment: No interim payment. Only final payment is made after completion of work subject to the satisfaction RBO/Branch.

SBI, RBO-BARIPADA invites TWO BID **ONLINE PERCENTAGE RATE** e- Tenders system from eligible : Empaneled contractors under **Cat-CF** of SBI, Bhubaneswar Circle to apply for **'WATER PROOFING TREATMENT AND OTHER CIVIL WORK OF UDALA BRANCH'** The other details of the tender are as under

1.	**Name of Work**	**WATER PROOFING TREATMENT & OTHER CIVIL RELATED WORK,**
2	**Eligibility of criteria**	**Empaneled contractors under Category- CF of SBI, Bhubaneswar Circle are eligible to apply**
3	**Estimated cost to tender**	**Rs. 7,77,515/- + GST**
4	**Time of Completion**	**30 days**
5	**Earnest Money Deposit (EMD)**	**Rs 8,,000/--** (Rupees EIGHT THOUSAND ONLY) in any of the following forms: a. DD/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of "**SBI**." Payable at **Bhubaneswar," OR** Scan copy of EMD shall be submitted on-line. Contractors registered in MSME are exempted for payment of EMD. Scan copy of MSME registration and its validity, other details shall be attached. Contractor shall register for this type of work are eligible for exemption of EMD. L-1 contractor under this category shall submit 2% of Tender value as ISD ONCE DECLARED AS L-1 VENDOR
6	**Availability of Tender document.**	**24.02.2026 TO 02.03.2026** from e--Tender portal **www.tenderwizard.com/SBIETENDER. Contractor should download Tender from e-tendering portal and submit on-line only in the e-tendering portal.**

7	**Last date, time and place for submission of Online Technical Bid.**	The eligible agencies/ companies are required to submit the scan copies of following documents online on service provider portal **i.e** **www.tenderwizard.com/SBIETENDER**, on or before: **Dt. 02.03.2026 up to 04:00 PM.** The price bid shall be submitted on-line only. Price bid of technically qualified vendors will be opened. **Submitting PRICE BID online means the contractor has accepted all terms and conditions of TB and PB.**
8	**Last date, time and Mode of submission of Online Price Bid**	The Price Bid to be uploaded/submitted online on service provider portal **i.e** **www.tenderwizard.com/SBIETENDER** on or before **Dt. 02.03.2026 up to 04:00 PM.** The bidder (Company/Authorized person) should have valid digital signature for this e-tender. E-tendering guidelines may be obtained from: Service provider: **M/s Antares Systems Limited,** Registered Office at: - #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079. Ph: - 080-49352000 / 40482000, Fax: - 080-49352034 **Help Desk: 9073677150/ 9073677151 / 9073677152 / 033 4604 6611** **Contact Person**: Mr. Kushal Bose / Biswajit charaborty Mobile no. 09674758719/23 / 09674758723 (On working days-9 hours–18 hours),
9	**Date & Time of opening of online Technical Bid.**	**Technical bid (Part-1): After 4.00 PM on 02.03.2026**
10	**Date, Time, Place of opening of Online Price Bid.**	To be notified later to the successful bidder.
11	**Validity for Offer**	180 days from The Date of Opening of Price-Bid
12	**Commencement of work.**	As advised in the Work Order.
13	**Penalty**	As per the tender
14	Contact Person for sending any kind of correspondence regarding this tender)	For Technical queries: Sri Sukanta Hotta, Chief Manager (Civil Engineering), SBI, AO: Balasore Ph-96747-17368 & hottasukanta@**sbi.co.in**,

- In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time. The bidder, who is the authorized representative and participating on behalf of company/ Dealer/vendor, should have a valid digital signature certificate (DSC) for this e-tender. The validity of the DSC should be at least 3 months

- SBI reserves the right to increase or decrease the quantum of services, manpower to be provided and also reserves the right to reject, cancel or revise or accept any or all the tenders or part of tenders without giving any reasons thereto.

- SBI reserves its rights to accept/reject any/all tender without assigning any reasons whatsoever and to increase or decrease the quantities of any item and contractor has to execute the same at the rate quoted and no correspondence shall be entertained in this regard. The successful bidders shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages after completion of the tendering procedures. Conditional tenders are liable for rejection.

Sd/-
(Regional Manager)
SBI, RBO-BARIPADA

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 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 – Technical Bid and Price Bid, **in percentage tendering process** on price bid. Firstly, technical bid will be opened and after technical evaluation, suitable agencies will be shortlisted. The Price bid (Financial bid) will be opened of only those agencies who qualifies in technical bid.

2. Broad outline of activities from Bidders prospective:

1.0 Procure a Digital Signing Certificate (DSC)

2.0 Register on the e-Procurement portal ***www.tenderwizard.com/SBIETENDER .***

3.0 (The contractors need to upload scan copy of their valid empanelment letter in the portal otherwise their registration would be cancelled) ,Create Users and assign roles on the above portal

4.0 View Notice Inviting Tender (NIT) on the above portal, Download Official Copy of Tender Documents from the above portal, Clarification to Tender Documents on the above portal

5.0 Bid-Submission on the above portal, Attend Public/Limited Online Tender Opening Event (TOE) on the above portal-Opening of Technical-Part

6.0 Post-TOE Clarification on the above portal (Optional) – Respond to SBI's Post-TOE queries

7.0 Attend Public/Limited Online Tender Opening Event (TOE) on the above portal – Opening of Financial-Part (Only for Technical Responsive Bidders)

3. Digital Certificates

Each user to have a Digital Certificate (DC) /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 Helpdesk of the portal to get your registration accepted/activated.

Help Desk: 9073677150/ 9073677151 / 9073677152 / 033 4604 6611

Contact Person:/ Mr. Kushal Bose / Mr. Tousik Gohsh

Mobile no. 07686913157 / 09674758724 (On working days-9 hours–18 hours)

e-mail: kushal.b@antaressystems.com / tousik.g@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 and 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).

E-Tendering system is an automatically time locked system and will not accept any offer after that.

5. **Tender Opening Event (TOE):**

The e-Procurement portal offers a unique facility for 'Public/Limited Online TOE'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public/Limited Online 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 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, 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 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 TOE covering all important activities of 'Online (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.

MPORTANT 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/SBI by the bidders in time, then SBI/SBI will promptly re-schedule the affected event(s).

6. **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.

(Regional Manager)
SBI, RBO: BARIPADA

PROCESS COMPLIANCE STATEMENT **(Annexure- I)**

(The bidders are required to print this on their company's letterhead and sign, stamp before emailing/submission online.)

M/s Antares Systems Limited,
#24,3rd stage 4th block, Basaveswarnagar,
Banglore-560079
Telephone no: 9073677150 / 9073677151 / 9073677152 / 033 4604 6611
Email ID: kushal.b@antaressystems.com

Agreement to the Process Related Terms and Conditions for the on-line e–tendering for WATER PROOFING WORK & OTHER CIVIL WORK OF UDALA BRANCH.

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender Document. This letter is to confirm that:

1) The undersigned is authorized representative of the company.

2) We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in Tender of SBI as well as this document and confirm our agreement to them.

3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.

4) We confirm that SBI and M/s. Antares Systems ltd. Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E- tendering platform due to loss of internet

connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.

5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.

6) We, hereby confirm that we will honour the Bids placed by us during the E-tendering process.

With regards,

Date: Name:

Company / Organization:

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

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

ARTICLES OF AGREEMENT **ANNEXURE-II**

This AGREEMENT is made at …… on this ……. day of …… between SBI, a body Corporate created under SBI Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and one of the circle office at SBI Local Head Office, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 represented by authorized officer of SBI. (hereinafter called "the Employer") on the one part and M/s _____ (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at _____ (hereinafter called "the Vendor") represented by Shri …… who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging an empaneled electrical Contractor under SBI, LHO, Bhubaneswar for execution of "**WATER PROOFING WORK & OTHER CIVIL WORK OF UDALA BRANCH.**"

AND WHEREAS the Employer had called for tenders from empaneled vendors for the proposed work as indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Vendor and others submitted the tenders and the Employer has awarded the contract relating to "**WATER PROOFING WORK & OTHER CIVIL WORK OF UDALA BRANCH**" as stated in the scope of work attached to the Tender Document to the Vendor.

AND WHEREAS both the parties to this agreement are desirous of recording the terms and conditions upon which the said services are to be rendered by the Vendor.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1.In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.

2.The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

3.The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.
4. We shall promptly notify SBI/ SBI of any change in their constitution. It shall be open for SBI to terminate the agreement ion the death, retirement, insanity or insolvency of any person/s, being director/s or partner/s, in the said company/ firm or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect not withstanding any changes in the constitution of any firm by death, retirement, insanity or insolvency of any partners or the addition or introduction of any new partners. In case of retirement/ death, the surviving or remaining partners of the firm shall be jointly and severally liable for due and satisfactory performance of the terms and conditions of the agreement.
5. The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
6.This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work as per enclosed schedule of Items and to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities or as provided in the said Conditions and approved by the SBI.
7. The Contractor shall afford every reasonable facility for the carrying out of all works relating to "**WATER PROOFING WORK & OTHER CIVIL WORK OF UDALA BRANCH** in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.

8. The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 7th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 1 month subject to nevertheless the provisions for extension of time.
10. All payments by the Employer under this Contract will be made by State Bank of India.
11. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Bhubaneswar and only the Courts in Bhubaneswar shall have jurisdiction to determine the same.
12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
IN WITNESS WHEREOF THE EMPLOYER and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.
SIGNATURE CLAUSE

SIGNED AND DELIVERED by the

_____ By the

(Employer)

and of Shri _____

_____ (Signature of Employer)

(Name and Designation)

In the presence of:

Shri / Smt. _____ (Signature of Witness)

Address _____

_____

(Witness)

SIGNED AND DELIVERED by the

_____ by the

(Contractor) (Signature of Contractors)

In the presence of :

Shri / Smt. _____ (Signature of Witness)

Address _____

INSTRUCTIONS TO THE TENDERERS:

1.0 Scope of Work

Sealed Tenders are invited for SBI for "**WATER PROOFING WORK & OTHER CIVIL WORK OF UDALA BRANCH.,**

.1 Site and Its Location

The proposed work is to be carried out at UDALA.

2.0 Tender Documents

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

2.1 (a) Instructions to tenderers

2.1 (b) General Conditions of Contract

2.1 (c) Special Conditions of Contract

2.1 (d) Additional Conditions for Electrical Installation

2.1 (e) Technical Specifications

2.1 (f) Priced Bid

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

a. Price Bid

b. Technical Specifications

c. Additional Conditions for Electrical Installation

d. Special Conditions of Contract

e. General Conditions of Contract

f. Instructions to Tenderers

3.0 SITE VISIT

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

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

4.0 EARNEST MONEY: Rs 8000/-- (Rupees EIGHT THOUSAND only) in any of the following forms:

a. DD/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of "**SBI**." Payable at **Bhubaneswar," OR**

Scan copy of EMD shall be submitted on-line.

Contractors registered in MSME are exempted for payment of EMD. Scan copy of MSME registration and its validity, other details shall be attached. Contractor shall register for this type of work are eligible for exemption of EMD. L-1 contractor under this category shall submit 2% of Tender value as ISD within 7 days of the issue of WO to the firm. L-1 contractor shall confirm by mail that ISD shall be deposited within time frame. If he fails to submit ISD, his tender will be cancelled and he will not allow to participate in all future tenders.

5.0 INITIAL SECURITY DEPOSIT.

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of D/D drawn in favour of SBI within a period of 7 days from the date of receipt of confirmation

6.0 SECURITY DEPOSIT

6.1 Total security deposit shall be 5% of the final value of the work. Out of this 2% of tender value (i.e. tender amount) is in the form of initial security deposit (ISD) Balance security deposit (i.e. 5% of final value of work less 2% of tender value already deposited as ISD) towards the work shall be deducted from the final bill of the work as Retention money. 5% of the retention money shall be paid after the defects liability period of 1 Year as specified in the contract. 50% of the total security i.e.2.5% of the final value of work shall be paid to the contractors on the basis of Project Engineer-in-charge certify the virtual completion and its approval by

SBI. The balance 50% i.e. 2.5% of final value of work would be returned to the contractors after the defects liability period as specified in the contract. The retention money will be interest free.

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

7.0 SIGNING OF CONTRACT DOCUMENTS

The successful tenderer shall be bound to implement the contract with SBI by signing an agreement and conditions of contract attached herewith within **7 days** from the receipt of intimation of acceptance of his tender by the SBI. However, the written acceptance of the tender by the SBI will constitute a binding agreement between the SBI and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 COMPLETION PERIOD: Time is the essence of the contract; the work should be completed in all respect and in accordance with the terms of contract within a period of **30 days** from the date of commencement of work.

9.0 VALIDITY OF TENDER : 3 Months

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

10.0 LIQUIDATED DAMAGES

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

11. RATES AND PRICES (Item rate tendering system)

IMPORTANT INSTRUCTIONS TO THE BIDDERS:

The Bidders are advised to note and ensure compliance of the following while quoting their rates: -

i) GST as applicable, will be paid extra. Net Tender Value of each bidder shall be evaluated and the bidder offering lowest Tender amount for projects shall be declared as successful Bidder.

ii) In case, the Lowest Tender Amount of two or more contractors is same, such lowest contractors will again be asked to submit sealed / online "Revised +/- (percentage (%) offers" on the Original Estimated Cost of tender including all subsections/ sub heads as the case may be, but the revised amount quoted shall, in no case, be higher than the amount during their initial offer for the project. The Lowest tender shall be lowest among all bidders quoted during offers.

GENERAL CONDITIONS OF CONTRACT

8.0 Definitions

"Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI 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/SBII 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 / Bank'** shall mean State Bank of India (client) a body Corporate created under SBI Act 1955, having one of its Circle Office at State Bank of India, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 and includes the client's representatives, successors and assigns.

'SBRSETI' shall mean State Bank Rural Self Employment Training Institute, Odisha, Bhubaneswar having its office at State Bank of India, 3rd Floor, Local Head Office, III/I, Pt. Jawaharlal Neheru Marg, Bhubaneswar and includes the client's representatives, successors and assigns.

1.1.2 " **SBI**" shall means **State Bank of India** (SBI), its wholly owned subsidiary having Head Office at Mumbai and One of its Circle office at 4th Floor, SBI, Local head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 and includes the client's representatives, successors and assigns.

1.1.3 'Architects/Consultants' shall mean: In house project. No architect is appointed..

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

1.1.5 **'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.

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

1.1.7 **'Engineer'** shall mean the representative of the SBI/Architect/consultant.

1.1.8 **'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.

1.1.9 **'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.

1.1.10 **"Week"** means seven consecutive days.

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

<u>CLAUSES:</u>

1.0 Total Security Deposit

Total Security deposit comprise of: Earnest Money Deposit, Initial Security Deposit and Retention Money

c) Retention Money

Total security deposit shall be 5% of the final value of the work. Out of this 2% of tender value (i.e. tender amount) is in the form of initial security deposit (ISD) which includes the EMD. Balance security deposit (i.e. 5% of final value of work less 2% of tender value already deposited as ISD) towards the work shall be deducted from the running account bill of the work as Retention money at the rate of 10% of the respective running account bill i.e. deduction from each running bill account will be 10% till total 5% of final value of work as per final bill is reached. 50% of the total security i.e.2.5% of the final value of work shall be paid to the contractors on the basis of Project Engineer-in-Charge certifying the virtual completion and its approval by SBI. The balance 50% i.e. 2.5% of final value of work would be paid to the contractors after the defects liability period as specified in the contract and after satisfactory completion of CVC Audit. In case CVC Audit is not conducted, 1.25% of final value of work will be retained for a maximum period of further one year (w.e.f. completion of defect liability period).

2.0 Language Errors, Omissions and Discrepancies

In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc, the following order shall apply.

i) Between scaled and written dimension (or description)on a drawing, the latter shall be adopted.

ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

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

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

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

3.0 Scope of Work: <u>Interior Furnishing of SME BYASANAGAR Branch.</u>

The contractor shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the SBI /architect/consultant. The SBI/ architect 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 SBI/Architect's/Consultant's instructions in regard to : the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work, any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof, the demolition, removal and/or re-execution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.

4.0 (i) Letter of Acceptance

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

ii) Contract Agreement

On receipt of intimation of the acceptance of tender from the SBI/Architect the successful tenderer shall be bound to implement the contract and within fifteen days thereof ,he shall sign an agreement in a non-judicial stamp paper of appropriate value(as per the Article of Agreement format earlier given in this document) with SBI.

5.0 Ownership of drawings

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

6.0 Detailed drawings and instructions

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

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

7.0 Copies of Agreement

Out of Six copies, two copies of agreement/tender document duly signed by both the parties with the drawings shall be handed over to the contractors, two copies to SBI and one copy each shall be for the use of SBI and Architect.

8.0 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 completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBIRSETI on account of such breach to pay a liquidated damages at the rate of 0.5% of the final value of work per week subject to a maximum of 5% of the final value of work.

9.0 Materials, Appliances and Employees

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

10.0 Permits, Laws and Regulations

Permits and licences required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws/ labour laws, and ordinances rules, applicable to the contractor. If the contractor observes any discrepancy between the

drawings and specifications, he shall promptly notify the SBI in writing under intimation of the Architect/Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

11.0 Setting out Work

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

12.0 Protection of works and property

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

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and relevant building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The contractor shall take insurance covers as per clause 25.0 at his own cost. The policy may be taken in joint names of the contractors and the SBI and the original policy may be lodged with the SBI.

13.0 Inspection of Work

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

14.0 Assignment and subletting

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

15.0 Quality of Materials, Workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with SBI/Architect's instructions and shall be subject from time to time to such tests as the SBI /Architect 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. Contractor to made arrangement of laboratory on site, where weight of various materials like aluminium extrusions etc. can be done, Contractor should also make available a 3.00 meters, 15.00 meters & a 50.00 meters tape, a Vernier Caliper & Micrometer so any measurements/ tests can be taken on sites itself.

(ii)Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the SBI/Architect.

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

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

16.0 Obtaining Information related to execution of work

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

17.0 Contractor's superintendence

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

18.0 Quantities

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

19.0 Works to be measured

The SBI /SBI/Architect 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 SBI./SBI/Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the SBI/SBI/ Architect 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 measurement 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 SBI/SBI/ Architect shall be final. All authorized extra work, omissions and all variations made shall be included in such measurements.

20.0 Variations:

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

21.0 Valuation of Variations

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

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

22.0 Final Measurement

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

23.0 Virtual Completion Certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the SBI/SBI, the contractor shall ensure that the following works have been completed to the satisfaction of the SBI /SBI-

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

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

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

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

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

f) All defects/imperfections have been attended and rectified as pointed out by the SBI /SBI to the full satisfaction of SBI /SBI. Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/Consultant for the certificate. If the SBI/Architect/Consultant is satisfied of the completion of the work, relative to which the completion certificate has been sought, the SBI/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 /SBI's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the SBI against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

24.0 Work by other agencies

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

25.0 Insurance of Works

25.1 Without limiting his obligations and responsibilities under the contract the contractor shall ensure in the joint names of the SBI and the contractor against all loss or damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI and contractor are covered for the period stipulated in clause 27 & 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

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

b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.

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

25.2 Damage to persons and property

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

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

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

c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.

d) Injuries or damage to persons or property resulting from any act or neglect of the SBI /SBI, their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI /SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

25.3 Contractor to indemnify SBI /SBI/SBIRSETI

The contractor shall indemnify the SBI /SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25.2 of this clause.

25.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the SBI/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 /SBI in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the SBI/Architect in this behalf.

25.5 Third Party Insurance

25.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 25 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI/SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 25 thereof.

25.5.2 Minimum Amount of Third Party Insurance

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

The minimum insurance cover for physical property, injury, and death is Rs.5.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

25.7 Accident or Injury to Workmen

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

25.7.2 Insurance against accidents etc to workmen

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

25.7.3 Remedy on Contractor's failure to insure

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

Without prejudice to the other rights of the SBI/SBI against contractors, in respect of such default, the 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 the SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

26.0 Commencement of Works

The date of commencement of the work will be reckoned as the recorded date of handing over site by the SBI/SBI or **7 days** from the date of receipt of Letter of Acceptance from SBI, whichever is later.

27.0 Time for completion

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **30 days from the date of commencement.** If required in the contract or as directed by the SBI/Architect, the contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

28.0 Extension of Time

If, in the opinion of the Architect/Consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/Consultant may submit a recommendation to the SBI to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBI through the Architect/Consultant in writing at least 15 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The architect/consultant shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the SBI the provision of liquidated damages as stated under clause 8 of GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective wether the extension is granted or not.

29.0 Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the SBI/SBI/Architect. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the SBI /Architect too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the SBI /SBI/Architect shall thereupon take such steps as considered necessary to expedite progress so as to complete the woks by the prescribed time or extended time. Such communications from the SBI /SBI/Architect neither shall relieve the contractor from fulfilling obligations under the contract nor shall he be entitled to raise any claims arising out of such directions.

30.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the SBI/SBI/Architect, 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 SBI/SBI/Architect. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required and continued with the prior approval of the SBI /SBI/Architect at no extra cost to the SBI/SBI.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance so as to avoid disputes with the neighbours.

31.0 No compensation for restrictions of work

If at any time after acceptance of the tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the SBI Architect shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the SBI /SBI/Architect 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 /SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of SBI /SBI/Architect shall be final.

32.0 Suspension of work

i) The contractor shall, on receipt of the order in writing of the SBI/Architect (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 SBI /SBI/Architect may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

a) On account of 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 con tractor, or

c) For safety of the works or part thereof.

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

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

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

33.0 Action when the whole security deposit is forfeited

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

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

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

c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects/ Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

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

34.0 Owner's Right to Terminate the Contract

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

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

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

a) Has abandoned the contract; or

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

c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI /SBI through the Architect/ Consultant that the said materials were condemned and rejected by the Architect/ Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI /SBI's or Architect's/Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI /SBI and or the Architect/Consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect/Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI/ARCHITECT through the Architect/Consultant, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads, use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any 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 to the SBI /SBI or the Architect/Consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the SBI. /SBI sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBI /SBI incidental to the sale of the materials etc.

35.0 Certificate of Payment

Payment as per actual measurement will be made as per terms mentioned in the NIT. Taxes shall be deducted. GST shall be paid extra. No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

36.0 Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes relating to meaning of the specifications, designs, drawings and instructions herein before mention and as to the quality of workmanship of 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 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 in case the contractor wants to dispute the validity of any deduction 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 Asst. Gen. Manager (Premises & Estate)/ Dy. General Manager (Premises)/ Regional Manager, RBO……..

and endorse a copy of the same to the Architect within 30 days from the date of disallowance thereof or the date of deduction or recovery.

The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the RM,RBO BARIPADA…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 Asset. Gen. Manager (P&E)/ DGM(Premises)/RM, RBO……..in writing in the manner and within the time aforesaid.

Asst. General Manager (P&E)/DGM(Premises)/RM, RBO…….. 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. Gen. Mgr (P&E), DGM(Premises), RM, RBO: -**KEINJHAR** Except where otherwise provided in the contract all questions and disputes relating to meaning of the specifications, designs, drawings and instructions herein before mention and as to the quality of workmanship of 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 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 in case the contractor wants to dispute the validity of any deduction 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 Asst. Gen. Manager (Premises & Estate)/ Dy. General Manager (Premises)/ Regional Manager, RBO…….. and endorse a copy of the same to the Architect within 30 days from the date of disallowance thereof or the date of deduction or recovery.

The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the RM,RBO BARIPADA…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 Asset. Gen. Manager (P&E)/ DGM(Premises)/RM, RBO……..in writing in the manner and within the time aforesaid.

Asst. General Manager (P&E)/DGM(Premises)/RM, RBO…KEONJHAR 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. Gen. Mgr (P&E), DGM(Premises), RM, RBO: -_**KEONJHAR** submit his claims to the conciliating authority namely the Circle Development Authority/ DGM(B&O)/AO: BALASORE for conciliation along with all details and copies of correspondence exchanged between him and AGM(P&E)/DGM(Premises)/RM, RBO: PARADEEP.

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 CGM of the Bank for appointment of the arbitrator to adjudicate the notified claims failing which the claims of a contractor shall be deemed to have been considered absolutely barred and waived.

Except where the decision has become final, binding and conclusive in terms of 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 CGM at LHO. It will also be no objection to any such appointment that the Arbitrator so appointed is a technically competent person not below the rank of SE or equivalent position of PSU/PSB/CPSE, CPWD, LIC, RBI etc. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid by the said CGM.

Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

It is also a term of the contract that, if any, fees are payable to the arbitrator these shall be paid equally by both the parties.

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

37.0 Water Supply

The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. The rates quoted by the contractor includes all expenditure for providing water for the works including that for the work people and all staff at site. However, the contractor may be allowed to use the **existing source at the site for which recovery @ 0.5% of the contract value will be recovered from his bills**. The arrangement for distribution will be contractor's responsibility. But in no way Bank will be held responsible for continuous supply of water.

38.0 Power supply

Contractor shall have to arrange for D.G. set at his own cost, risk and responsibility to carry out the work at site whenever required for and asked by the Bank / Architect.
The contractor shall at his own cost arrange for necessary power for the work and lighting for the entire period of contract. However, Bank may provide power from their existing source at site on providing suitable electric meter approved by Bank / Architect. Bank will recover from the contractor the power consumed as per prevailing rate from time to time from their running bills / final bill. If electric meter is not arranged by the **contractor recovery @ 0.5% of the contract value will be recovered from his bills**. But in no way Bank will be held responsible for continuous supply of electricity. He has to obtain necessary approvals from the appropriate authorities, if required.

39.0 Treasure Trove etc.

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

40.0 Method of Measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the

Bureau of Indian Standards. In the event any dispute/disagreement the decision of the Architect/Consultant shall be final and binding on the contractor.

41.0 Force Majeure

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

41.2 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.

41.3 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.

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

42.0 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.

43.0 Accidents

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

SAFETY CODE

SAFETY MEASURES AT SITE:

1. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
2. First Aid Box should be kept at site with all requisite materials.
3. No one should be allowed to inspect / work at a height without Safety Belt.

4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (¼ horizontal and 1 vertical).

5. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

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

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

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

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

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

11. Before any demolition work is commenced and also during the process of the work: -
    a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected.
    b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
    c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.
    d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
    e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

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

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

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

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

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

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

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

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

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

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

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

g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, rubber footwear etc.

Address of Tenderer:

Date: