



PREMISES & ESTATE DEPARTMENT  
LOCAL HEAD OFFICE  
BHUBANESWAR -751001  
Phone: 2394637 Fax: 2396696  
E-mail: [agmpre.lhobhu@sbi.co.in](mailto:agmpre.lhobhu@sbi.co.in)

## Part – I

(Technical Bid)

**TENDER FOR SUPPLY AND INSTALLATION OF WATER DISPENSERS AT 4<sup>TH</sup> FLOOR SBILD PAHALA AND 5<sup>TH</sup> FLOOR LHO, BHUBANESWAR**

(E-tender)

Tender No. BHU/P&E/2026-27/03

Dated 28.05.2026

**Eligibility Criteria:** SBI (LHO, Bhubaneswar) approved Electrical contractor under LT category **Group-EA, EB, EC & ED category (newly empanelled in the year 2024)** are only eligible to participate in this tender. Vendor/Contractor should possess valid digital signature for this e-tender.

**TENDER SUBMITTED BY:**

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

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

GSTIN NO : \_\_\_\_\_

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



## **NOTICE INVITING TENDERS**

SBI Local Head Office, Premises and Estate department, 2nd Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 invites online percentage tender for Supply and installation of water Dispensers at 4th floor SBILD Pahala and 5th floor LHO, Bhubaneswar from Bank's (LHO, Bhubaneswar) approved Electrical contractor under appropriate category.

The other details of the tender are as under:

1.	<b>Name of Work and location of work</b>	Supply and installation of water Dispensers at 4th floor SBILD Pahala and 5th floor LHO, Bhubaneswar
2	<b>Location</b>	SBILD Pahala & LHO
2	<b>Eligibility of criteria</b>	SBI (LHO, Bhubaneswar) approved Electrical contractor under LT category Group-EA, EB, EC & ED category ( <b>newly empanelled in the year 2024</b> ) are only eligible to participate in this tender
3	<b>Estimated Cost (In Rs.)</b>	<b>Rs.2,75,000/-</b> ( Rupees Two Lakh Seventy Five Thousand Only)
4	<b>Earnest Money Deposit (EMD)</b>	<b>Rs.2750/-</b> (Rupees Two Thousand Seven Hundred and Fifty Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of "State Bank of India" Payable at "Bhubaneswar" which is to be submitted in original in a separate envelope superscribing "EMD". Those empaneled electrical contractor's under LT category submitted their one time EMD the Bank towards LT category EA, EB, EC & ED category, need not to submit the EMD again. However, the copy of the one-time EMD to be submitted in a separate envelope superscribing "One Time EMD". Without EMD/one time EMD, the tender will be rejected. EMD shall be converted into SD for successful Contractor, whose tender is accepted.
5	<b>Availability of Tender document.</b>	<b>28.05.2026 to 02.06.2026</b> from Bank's website " <a href="https://www.sbi.co.in/portal/web/home/procurement-news">https://www.sbi.co.in/portal/web/home/procurement-news</a> " and <a href="http://www.tenderwizard.com/SBI ETENDER">www.tenderwizard.com/SBI ETENDER</a>
6	<b>Initial Security Deposit (ISD)</b>	L1 vendor shall submit, 2% of awarded value of work in the form of DD/BC/FDR favouring "State Bank of India" payable at Bhubaneswar within 7 days of receipt of "letter of intent" or "work order" However, if L1 vendor already submitted one time EMD with the Bank, need not to submit the ISD.
7	<b>Retention Money</b>	An amount @ 5% of the bill amount will be retained by the SBI from the bills including ISD/EMD as Retention Money till the end of Defect Liability period.
8	<b>Pre bid meeting</b>	Optional
9	<b>Last date, time and place for submission of Online Technical Bid.</b>	The eligible empanelled contractor under the Bhubaneswar Circle/LHO are required to submit/enclose the scan copies of following document online on or before <b>02.06.2026 upto 14:00 Hrs:</b>  (i)Process Compliance form in company letter head duly signed



		<p>and stamped by authorize representative.</p> <p>(II) Letter of Undertaking in company letter head duly signed and stamped by authorize representative.</p> <p>(iii) Copy of the Earnest Money Deposit (EMD)/ One time EMD</p> <p><u>However, the physical EMD/copy of One time EMD to be submitted on or before last date &amp; time in sealed envelope at our SBI office address mentioned in Sr. No. 11</u></p> <p><u>Tenders received without any one or more document mentioned above shall be rejected.</u></p> <p>After the accomplishment of tendering procedure, the successful bidder shall submit the hard copy of the Technical document duly signed with seal in all pages by the authorized representative/proprietor of the firm at the under mentioned office.</p>
10	<p><b>Last date, time and Mode of submission of Online Price Bid</b></p>	<p>The Price Bid to be uploaded/submitted online on service provider portal i.e <a href="http://www.tenderwizard.com/SBI_ETENDER">www.tenderwizard.com/SBI ETENDER</a> on or before <b>02.06.2026 upto 14:00 Hrs</b></p> <p>The bidder (Vendor/Contractor//Authorized Dealer) should have valid digital signature for this e-tender.</p> <p>E-tendering guidelines may be obtained from:</p> <p>Kushal Bose Antares Systems Ltd. (AS) Mob.+91 9674758719 Email: <a href="mailto:kushal.b@antaressystems.com">kushal.b@antaressystems.com</a></p> <p>2. Siddharthasundar M Antares Systems Ltd. (AS) Mob.+91 9674758723 Email: <a href="mailto:Siddharthasundar.m@antaressystems.com">Siddharthasundar.m@antaressystems.com</a></p>
11	<p><b>Date, Time and Place of opening of Online Technical Bid.</b></p>	<p><b>Online Technical bid (Part-1) at our Office: on 02.06.2026 at 14:30 Hrs</b></p> <p>Premises &amp; Estate Depart State Bank of India 2<sup>nd</sup> floor, Local Head Offcie, III/1 Pt. Jawaharlal Nehru Marg, Bhubaneswar-751001</p> <p>Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be</p>



		opened even in the absence of any or all of the vendor representatives.
12	<b>Date, Time and Place of opening of Online Price Bid.</b>	The online Price bid (Part-2) of only technically qualified bidder shall be opened at our office on <b>02.06.2026 at 16:00 Hrs</b>
13	<b>Validity for Offer</b>	3 (Three) Months from the Date of Opening of Price-Bid
14	<b>Commencement of Work.</b>	3th Day from the date of receiving of Work Order.
15	<b>Time for completion of work.</b>	<b>7 days</b> from date of Commencement.
16	<b>Deduction of income tax and GST</b>	<p>A) Income Tax will be deducted at source as per Govt. Guidelines.</p> <p>B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following;</p> <ol style="list-style-type: none"> <li>1. Contractor should have GST Registration Number</li> <li>2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision</li> <li>3. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment</li> <li>4. 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</li> </ol>
17	<b>Terms and Mode of payment</b>	<p>i). No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances. Final payment shall be made after successful completion of work and on submission of invoice along with Completion Certificate duly certified by the Bank etc.</p> <p>ii) As stipulated in “ Instruction to Tenderer clause no 35 “</p> <p>iii) Payment shall be made by way of Electronic fund transfer and the bill will be paid by the SBI. Firm should furnish details of the bank, A/c no, IFSC code.</p> <p>iv) Payments towards the above work shall be made by SBI. The GST Number of State Bank of India for Bhubaneswar is 21AAACS8577K1Z1</p>
18	<b>Liquidated Damages for Delay</b>	If the bidder is not able to complete the work within stipulated time/days in line to this contract from date of issue of the work or-



		der, LD shall be imposed at the rate 0.5 % Per week for delay subject to maximum amount of 5% of Contract Value.
19	<b>Defects Liability Period</b>	12 Months (Twelve months)
20	<b>Contact Person, Phone No of officials.</b>	Assistant General Manager (P&E), agmpre.lhobhu@sbi.co.in Contact No. – 0674-2600534

- 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.
- Those bidders who are qualified in technical bid, should submitted their price bid online within timeline, failing which tender summarily rejected.
- 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 L-1 Vendor (successful bidder) 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.
- Tender will be summarily rejected if the Bidder failed to submit the required document as mentioned in tender, partly or fully modified, alter or corrects the tender document, failed to submit the price bid online, fails to comply Bank's technical parameter requirement. Conditional tenders are liable for rejection.

Sd/-

**Assistant General Manager (P & E)**



## **BUSINESS RULES FOR ONLINE TENDER GENERAL TERMS AND CONDITIONS OF ONLINE TENDER**

1. SBI has made arrangement with **Antares Systems Ltd.** ( e-Tendering Agency (ETA) who shall be SBI's authorized service provider for this tender.
2. ETA will provide all necessary training and assistance before commencement of online bidding on Internet.
3. SBI/ETA will inform the vendor in writing/email in case of online bidding, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax / email the compliance form in the prescribed format (provided by service provider) before start of online bidding. Without this the vendor will not be eligible to participate in the event.
6. Opening of online bids will be conducted on schedule date & time. .
7. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to case basis to SBI through service provider within 24 hours of completion of tender without fail.
8. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with SBI as per prevailing procedure.
9. In case SBI decides not to go for online bidding on procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBI shall be opened as per SBI standard practice.
11. Business Rule for finalization of the Tender

Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized Online tendering shall be conducted by SBI, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to ETA furnishing the price, the bidder wants to bid online, with a request to ETA to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by ETA in a readable / legible form and also the Bidder should simultaneously check up with ETA over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to



send such fax communications of prices to be uploaded by ETA only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of ETA at the time of receipt of the fax message from the bidders, ETA will not be uploading the prices. It is to be noted that either SBI or ETA are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the online bidding successfully. However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

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

3. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in percentage quoted in Indian Rupees (INR) per -one- (Unit) of the items as mentioned in Price Bid/ BOQ.

4. **BID PRICE:** The Bidder has to quote percentage rate in Schedule of Quantities ; bidder is willing to execute the work inclusive of all taxes, duties, freight, service tax, overhead, contractor's profit etc. excluding GST. GST shall be paid extra as per actual.

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

6. The bidder has to submit a detail break up for his commercial offer in the prescribed format as given by the Bank duly signed by their authorized representative/proprietor.

7. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. In case you back out and not execute the work as per the rates quoted, the earnest money deposited by you retained by us in this regard shall be forfeited without further reference to you.

8. You shall be assigned a Unique Username & Password by ETA. You are advised to change the Password after the receipt of initial Password from ETA to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.

9. At the end of the online Tendering process, SBI will decide the successful bidder. SBI's decision on award of Contract shall be final and binding on all the Bidders.



10. SBI shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason, there to.

11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

13. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the online bidding.

14. Successful bidder shall enter into a contract with the bank to carry out the work as per Bank's standard format.

15. OTHER TERMS & CONDITIONS: - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders. - The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party. - SBI's decision on award of Contract shall be final and binding on all the Bidders. - SBI along with ETA can decide to extend, reschedule or cancel any tender. Any changes made by SBI and / or ETA, after the first posting will have to be accepted if the Bidder continues to access the site after that time. - ETA shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. - ETA is not responsible for any damages, including consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**N.B.** - All the bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the online event - All the Bidders are required to submit the Agreement Form (Annexure- I) duly signed to e-Tendering agency before due date. - After the completion of the tender event, all the Bidders have to submit the Price Breakup immediately to e-Tendering agency for further proceedings.



**PROCESS COMPLIANCE FORM**

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

To

Date:

**Kushal Bose**  
**Antares Systems Ltd.**  
**Mob.+91 7686913157**  
**Email: [kushal.b@antaressystems.com](mailto:kushal.b@antaressystems.com)**

**SUB: AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE BIDDING**

Dear Sir,

This has reference to the Terms & Conditions for the online bidding mentioned in the Tender for "Supply and installation of water Dispensers at 4th floor SBILD Pahala and 5th floor LHO, Bhubaneswar " This letter is to confirm that:

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



10) We read each pages, understood the technical bid & BOQ and I/we hereby agree to abide by and fulfill the terms and provisions and accepting all terms and conditions stipulated in the tender documents. After the accomplishment of tendering procedure, if we become the lowest bidder shall submit the hard copy of the Technical document duly signed with seal by the authorized representative/proprietor of the firm at the under mentioned office

We, hereby confirm that we will honour the Bids placed by us during the tender process.

With regards

Signature with company seal

Date:

Name :

Company / Organization



## ARTICLES OF AGREEMENT

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 its Local Head Office at III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 represented by authorized officer of SBI. (hereinafter called "the BANK" which expression shall include its successor and assign) of 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 CONTRACTOR") represented by Shri ..... who is authorized to enter this agreement by its Board of Directors on the OTHER PART WHEREAS the Bank is desirous of **Supply and installation of water Dispensers at 4th floor SBILD Pahala and 5th floor LHO, Bhubaneswar**, Bhubaneswar as stated herein before in clause 1 in the instruction to Tenderer ( herein called the "WORKS"

AND WHEREAS the Bank in order to effectively carryout the said works at **Shastrinagar Staff Quarter Bhubaneswar for Supply and installation of water Dispensers at 4th floor SBILD Pahala and 5th floor LHO, Bhubaneswar** as per plans, drawings and specifications describing the works to be executed, to scrutinized the tenders and recommend to the BANK the name of lowest bidding contractor from whom the tenders was received and issue work order to contractor so recommended after having the approval and acceptance thereof from the Bank.

AND WHEREAS the Bank has caused the plans, drawing no -----and specifications priced schedule of quantities for the said works as per general conditions of contract, special condition of contract and instructions to the tenderer prepared subject to which the offer of the contractor shall be accepted.

AND WHEREAS the contractor has deposited with the Bank Rs.....as security deposit for the due performance of the Agreement

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the 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 ex-



ecute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.

2.The Bank 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 term Architect in the said conditions shall mean the said \_\_\_\_\_, and in the event of the said Architect ceasing to be the Architect for the purpose of this contract such other person or persons as shall be nominated for the purpose by the Bank. Provided always that no person subsequently appointed to the Architect under this contract shall be entitled to disregard or over rule any decision or approval expressed in writing by the outgoing Architect for the time being if the same had been done under instruction from the Bank .

4 The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.

5. The said contract comprises of the **Supply and installation of water Dispensers at 4th floor SBILD Pahala and 5th floor LHO, Bhubaneswar** and all subsidiary works connected there with within the same site as may be ordered to be done from time to time by the said Bank through the said Architect other other Architect as the case may be even though such works may not be shown on the drawings or described in the said specifications or the priced Schedule of Quantities

6. The Vendor / Contractor shall promptly notify SBI of any changes in the constitution of their firm. It shall be open to SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person/s is 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 notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its 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 the due and satisfactory performance of the terms and conditions of the agreement.

7. The Contractor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by The Contractor or breach of any obligations under this contract, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or SubContractors of the Contractor. The Contractor agrees to make good the loss suffered by the Bank.

8. The said conditions shall be read and be treated as forming part of this Agreement and the parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and performed



9. Any dispute arising under this agreement between the parties hereto shall be dealt with in accordance to clause No. 36 of Arbitration as mentioned in the general conditions of contract

AS WITNESS our hands this ----- day of 2026

SIGNED BY THE SAID BANK

In presence of                      SIGNED BY THE SAID CONTRACTOR In presence of



## **INSTRUCTIONS TO THE TENDERERS:**

### **1.0 Scope of Work**

Online Tenders are invited for SBI for “Supply and installation of water Dispensers at 4th floor SBILD Pahala and 5th floor LHO, Bhubaneswar Bhubaneswar

### **1.1 Site and Its Location**

The proposed work is to be carried out at

#### **SBI LHO BHUBANESWAR AND SBILD PAHALA**

### **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) Terms and conditions for the Service Provider
- 2.1 (d) 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. Terms and conditions for the Service Provider
- c. General Conditions of Contract
- d. Special Conditions of Contract
- e. Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from [www.sbi.co.in](http://www.sbi.co.in) (link) <Procurement News>

### **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**

4.1 The tenderers are requested to submit the Earnest Money of **Rs.2750/-** (Rupees Two Thousand Seven Hundred and Fifty Only) in the form of Demand Draft or Banker's Cheque in favour of "**SBI**" payable at "Bhubaneswar" drawn on any Scheduled Bank in India. Contractors deposited one time EMD in SBI P & E Department, LHO Bhubaneswar are exempted and may attach scan copy of EMD.

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

4.3 No interest will be paid on the EMD.

4.4 After identifying the L1 vendor EMD of unsuccessful tenderers will be refunded personally to the vendor against their acknowledgement or shall be sent to their given address within a week by post/courier on request from tenderers.

4.5 EMD of successful tenderer will be retained as a part of security deposit.

#### **5.0 INITIAL SECURITY DEPOSIT.**

L1 vendor shall submit, 2% of awarded value of work excluding EMD in the form of DD/BC/FDR favouring "State Bank of India" payable at Bhubaneswar within a period of 7 days from the date of receipt of work order. EMD obtained in the name of **SBI** shall be returned to them on receipt of ISD.

However, if L1 vendor already submitted one time EMD with the Bank, need not to submit the ISD.

#### **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). Besides the ISD as deposited by the contractor in the above said manner, the Retention money shall be deducted from the running account bill at the rate of 1% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. ISD plus Retention Money shall both together not exceed 5% of the contract value.

6.2 Retention money shall be retained till the end of Defect Liability period of 1Year

6.3. The retention money will be interest free.

#### **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 **3 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 7 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.

#### **11.0 RATES AND PRICES**

##### **11.1 In case of percentage rate tender**

###### **Percentage rate based tender**

11.1 The bidders should submit their price bid in the online tendering portal within the stipulated timeline, failing which tender shall be summarily rejected. As the case is of Percentage Rate Tender, contractor has to quote rate in percentage below/above against Bank's total estimated cost (in figures as well as in words) given in Schedule of Quantities, to execute the work.

(a) The tender submitted shall be treated as invalid if:

1. The contractor does not quote percentage above/ below on the total amount of tender or any section/ sub head of the tender.
2. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/ sub head of the tender.
3. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/ sub head of the tender.
4. Tenderers, whoever propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the



work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.

(b) The intending bidders shall be asked to quote their offers in terms of "specific Percentage numerical value" (only up to two decimal places) above (+) / below (-) / at par (=) with the total Estimated Cost published for the project.

(c) After taking into account the Percentage Rebate/ Addition Offered by all the bidders on the Estimate Cost, "Net Tender Value" of each bidder shall be evaluated (Mostly by the online system itself) and the bidder offering Lowest Tender Amount for projects pertaining to Procurement Purchase Contract and Highest Tender Amount for Sales Contracts shall be declared as "Successful Bidder".

(d). The "Percentage Offer" shall be uniformly applicable to each and every item including all sections/ sub sections/sub heads of the Tender.

(e). In case, the Lowest Tendered Amount (i.e. Estimated cost +/- Percentage Bid quoted) 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 sub sections/sub heads excluding fixed rate items as the case may be, but the revised percentage quoted shall, in no case, be higher than the percentage quoted during their initial offer for the project. The lowest tender shall be decided on the basis of revised offers.

(f). The process of online re-bidding amongst two or more contractors offering same percentage rates tendering process shall continue till L-1 bidder is discovered, which may be conducted in same or next working day. However, revised offer cannot be more than initial/previous offer.

(g). In case, any of such contractor(s) (quoted same tender amount during initial bidding or subsequent re-bidding) refuses to submit revised offer, it shall be treated as "**withdrawal of tender**" by the Contractor before acceptance and the EMD of such contractors shall be forfeited.

(h) In case all the lowest contractors who have quoted same tendered amount, refuse to participate in online revised bidding process for the project, the EMD of all such Contractors shall be forfeited and the tenders for the project shall be invited afresh.

(i). The Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process for the said project.



- 11.1.1 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.
- 11.1.2 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he/she should immediately bring to the knowledge of the Architect/ Bank.
- 11.1.3 The rate quoted shall be firm and shall include all costs, allowances, transportation, taxes, cess, royalties, levies, excluding GST etc.

## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 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/SBI and all these, documents taken together shall be deemed to form one contract and shall be, complementary to one another.

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

1.1.1 ‘**Bank**’ shall mean State Bank of India (client) a body Corporate created under SBI Act 1955, having one of its local head Office at State Bank of India, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 and includes the client’s representatives, successors and assigns.

1.1.2 ‘**Architects/Consultants**’ shall mean \_\_\_\_\_

1.1.3 ‘**Site Engineer**’ shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

1.1.4 ‘**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.

1.1.5 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.

1.1.6 ‘**Engineer**’ shall mean the representative of the SBI/Architect/consultant.



1.1.7 '**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.

1.1.8 '**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.

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

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

## **CLAUSES:**

### **1.0 Total Security Deposit**

Total Security deposit comprise of:

- Earnest Money Deposit
- Initial Security Deposit
- Retention Money

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

- I. The tenderers are requested to submit the Earnest Money of **Rs.2750/-** (Rupees Two Thousand Seven Hundred and Fifty Only) in the form of Demand Draft or Banker's Cheque in favour of "**SBI**" payable at "Bhubaneswar" drawn on any Scheduled Bank in India. Contractors deposited one time EMD in SBI P & E Department, LHO Bhubaneswar are exempted and may attach scan copy of EMD.
- II. EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.
- III. No interest will be paid on the EMD.
- IV. After identifying the L1 vendor EMD of unsuccessful tenderers will be refunded personally to the vendor against their acknowledgement or shall be sent to their given address within a week by post/courier on request from tenderers.
- V. EMD of successful tenderer will be retained as a part of security deposit

#### **b) Initial Security Deposit (ISD):**

L1 vendor shall submit, 2% of awarded value of work excluding EMD in the form of DD/BC/FDR favouring "State Bank of India" payable at Bhubaneswar within a period of 7



days from the date of receipt of work order. EMD obtained in the name of **SBI** shall be returned to them on receipt of ISD.

However, if L1 vendor already submitted one time EMD with the Bank, need not to submit the ISD.

## **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). Besides the ISD as deposited by the contractor in the above said manner, the Retention money shall be deducted from the running account bill at the rate of 1% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. ISD plus Retention Money shall both together not exceed 5% of the contract value.

6.2 Retention money shall be retained till the end of Defect Liability period of 1Year

6.3. The retention money will be interest free.

## **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**

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/consultant at the directions of the Bank from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as 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 (i.e. BAR/PERT Chart) 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 clause 29 of GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.5% of the 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/Architect/Consultant or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBI/Architect/Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI/Architect/Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance Commission.

#### **14.0 Assignment and subletting**

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the SBI through the architect and no 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. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the SBI /Architect the contractor shall proceed with the procurement and installation of the particular material/equipment.

The approved samples shall be signed by the SBI /Architect for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The SBI/Architect 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 manu-



facturers and such other aspects causing delay on the approval of the materials/equipment etc. shall be to the account of the contractor.

**(iii) Cost of tests**

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

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

If any test is ordered by the 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

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

- ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 21(e) hereof.

**19.0 Works to be measured**

The 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/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/ 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/ 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.

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

### **21.0 Valuation of Variations**

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

- i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
  - ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause (c) hereunder.



- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the SBI/Architect of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the SBI/Architect shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the SBI/Architect) the workman's name and materials employed be delivered for verifications to the Architect/Consultant at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire/running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

## **22.0 Final Measurement**

The measurement and valuation in respect of the contract shall be completed within **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, the contractor shall ensure that the following works have been completed to the satisfaction of the SBI

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc from the site and the land allotted to the contractor by the SBI and shall clear, level and dress, compact the site as required by the SBI.
- d) Shall put the SBI in undisputed custody and possession of the site and all land allotted by the SBI.



- e) Shall hand over the work in a peaceful manner to the SBI.
- f) All defects/imperfections have been attended and rectified as pointed out by the SBI to the full satisfaction of SBI. Upon the satisfactory 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's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the SBI against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

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

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

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

25.1 Without limiting his obligations and responsibilities under the contract the contractor shall 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 to execute the works or any part thereof, on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI, their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

## **25.3 Contractor to indemnify SBI**

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

## **25.4 Contractor's superintendence**

The contractor shall fully indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise therefrom, 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, 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 effected with an insurer and in terms approved by the SBI which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the 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 shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

#### 25.7.2 Insurance against accidents etc to workmen

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



pose and from time to time deduct the amount so paid by the SBI as aforesaid and also deduct 15% of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

Without prejudice to the other rights of the SBI against contractors, in respect of such default, the 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 or **3 days** from the date of receipt of Letter of Acceptance/work order 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 **7 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 whether the extension is granted or not.



### **29.0 Rate of progress**

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the 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/Architect 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 SBI/Architect neither shall relieve the contractor from fulfilling obligations under the contract nor he shall be entitled to raise any claims arising out of such directions.

### **30.0 Work during nights and holidays**

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the 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/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/Architect at no extra cost to the SBI.

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



count of any deterioration or damage while in the custody of the contractor and in this respect the decision of 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/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 contractor, or
- c) For safety of the works or part thereof.

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

- 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 through the Architect/ Consultant that the said materials were condemned and rejected by the Architect/ Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the



SBI's or Architect's/Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the Architect/Consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect/Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI through the Architect/Consultant, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads, use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient to the SBI or the Architect/Consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the SBI sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBI incidental to the sale of the materials etc.

### **35.0 Certificate of Payment**

- The contractor shall be entitled under the certificate s to be issued by the Architect/ consultant to the contractor within 10 days from the date of certificate to the payment from SBI from time to time. The SBI shall recover the statutory recoveries and other dues including the retention amount from the certificate of payment.
- Provided always that the issue of any certificate by the Architect/ consultant during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from his liability under clause.
- The Architect/ consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.
- The Architect/ consultant may by any certificate make any corrections required in previous certificate.
- The SBI shall modify the certificate of payment as issued by the Architect/ consultant from time to time while making the payment.
- The contractor shall submit one interim bill only after taking actual measurements and the bill value not less than 10 lacs.
- The final bill may be submitted by the contractor within a period of one month from the date of virtual completion and Architect / consultant shall issue the certificate of



payment within a period of 02 months. The SBI shall pay the amount within a period of three weeks from the date of issue of certificate provided there is no dispute in respect of rate and quantities

### **36.0 Settlement of Disputes and Arbitration**

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

i) If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the authorized person of SBI 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 AGM ( P&E), LHO, Bhubaneswar 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 Vendor shall not be entitled to raise any claim nor shall the SBI 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 AGM ( P&E),SBI, LHO, Bhubaneswar, of respective Circle Office, in the manner and within the time as aforesaid. The Vendor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the AGM ( P&E),SBI, LHO, Bhubaneswar, in writing in the manner and within the time aforesaid.

ii) The AGM ( P&E),SBI, LHO, Bhubaneswar, 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 AGM ( P&E),SBI, LHO, Bhubaneswar, submit his claims to the conciliating authority namely the Circle Development Officer of respective Circle for conciliation along with all details and copies of correspondence exchanged between him and the SBI

iii) If the conciliation proceedings are terminated without settlement of the disputes, the Contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager 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.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the Contractor as



aforesaid and all claims of the SBI shall be referred for adjudication through arbitration to the Sole Arbitrator appointed by the Chief General Manager and who will be an officer not less than the rank of Deputy General Manager of SBI . If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager Such person shall be entitled to proceed with the reference from the stage at which it was let 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 Chief General Manager as aforesaid should act as arbitrator.

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

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 Cost of the reference and of the award 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 (Not Applicable)**

### **38.0 Power supply**

The contractor shall make his own arrangements for power and supply/distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost

of running and maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges required for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approvals from the appropriate authorities, if required.

### **39.0 Treasure Trove etc.**

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



pute/disagreement the decision of the Architect/Consultant shall be final and binding on the contractor.

#### **41.0 Maintenance of Registers**

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

#### **42.0 Force Majeure**

42.1 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.

42.2 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.

42.3 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.

42.4 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.

#### **43.0 Local Laws, Acts, Regulations**

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

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



- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971(Amended)
- v) Apprentice Act 1961 (Amended)
- vi) Industrial Employment (Standing Order) Act 1946 (Amended)
- vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- ix) Shop and Establishment Act
- ix) Any other Act or enactment relating thereto and rules framed there under from time to time.

#### **44.0 SAFETY CODE:**

Safety as per annexure given should be followed.

#### **45.0 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



## **SPECIAL CONDITIONS**

### **1. General:**

1.1 These special conditions shall be read in conjunction with the description of the item of work in the Bill(s) of Quantities, the particular Specifications, Local Statutory Regulations, Indian Standards Specifications/Codes and the drawings. All the above quoted documents, shall be considered supplementary to each other. However, in the case of conflict amongst the various provisions the owner's and the consultants opinion will be final and shall be adopted.

1.2 The tenderer is advised to inspect the site to ascertain the nature of site, access thereto, local facilities for procurement of materials and working labour rates prevalent in the area, in fact all matters affecting his prices and execution of the work. The tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.

### **2. Rates**

2.1 The rates quoted shall be deemed to allow for all minor extras and constructional details which are not specifically shown on drawings or given on the specifications but are essential in the opinion of the Engineer-in-charge to the execution of works to conform to good workmanship and sound engineering practice. The Consultant/SBI reserves the right to make any minor changes during the execution without any extra payment.

2.2 The Consultants/SBI decision to clarify any item under minor changes, minor extras and constructional details shall be final, conclusive and binding on the Contractor.

2.3 The rates quoted by the Contractor shall be net so as to include all requirements described in the contract agreement and no claim whatsoever due to fluctuations in the price of material and labour will be entertained.

2.4 The rates quoted by the Contractor shall include for supplying materials and labour necessary for completing the work in the best and most workmanship like manner to the satisfaction of the Consultant/SBI and which in the opinion of the Consultant cannot be made better, and for maintaining the same. The rates shall be complete in all respects also including cost of materials, erection, fabrication, labour, supervision, tools and plant, transport, sales and other taxes, royalties, duties and materials, contingencies, breakage, wastage, sundries, scaffoldings, etc., on the basis of works contract. The rates quoted shall include all transport, insurance, octroi, or any other levies applicable under the statute excluding GST.

### **3.0 Materials:**

3.1 The Contractor shall ensure to the satisfaction of the Consultant/SBI that the materials are packed in original sealed containers/packing bearing manufacturer's mark-



ings and brands etc., except where the gross quantity required is a fraction of the smallest packings. Materials not complying with this requirement shall be rejected.

### 3.2 Testing of Materials:

a) When required by the Consultant / SBI, the Contractor shall provide all facilities at site or at manufacturer's works or in an approved laboratory for testing the materials and/or workmanship. All the expenditure in respect of this shall be borne by the Contractor unless specified otherwise in the Contract. The Contractor shall, when required to do so by the Consultant shall submit at his own cost, manufacturer's certificate of tests, proof sheets, mill sheets etc., showing that the materials have been tested in accordance with requirements of these specifications. The samples for Tests shall be selected by SBI / Consultant.

### 4.0 Rectification of Defects:

4.1 Any defect in the work done or materials used in the works pointed out by the Consultant / SBI shall be rectified within a week or such extended time as may be allowed in this failing which the said defect shall be got rectified by the Consultant at the risk and cost of the Contractors.

### 5.0 Conduit and Cables Layout :

5.1 Prior to the pulling of wires, the Contractor shall verify the conduits laid at site by Contractors and satisfy themselves about the adequacy of the same. The contractors shall prepare Wiring layout along with Conduit layout and submit for approval. Prior to laying of the cables, the Contractor shall submit to the Consultant /SBI detailed layout plans of the cable net work and get the same approved. The layout plans shall contain particulars regarding size and routes of the cables. The Cables shall be procured only after approval of Layout Drawings.

### 6.0 Regulations & Standards :

6.1 The installation shall conform in all respects to Indian Standard Code of Practice for Electrical Wiring Installation IS:732 and IS:2274. It shall also be in conformity with the current Indian Electricity Rules and Regulations and requirements of the local Electric Supply Authority in so far as these become applicable to the installation. Wherever this specification calls for higher standard of material and/or workmanship than those required by any of the above regulations then this specification shall take precedence over the said regulations and standards.

### 7.0 Shop Drawings :

7.1 The Contractor shall prepare and submit to the Consultant / SBI for the approval of detailed fabrication drawings for Main LT Panels/SwitchGears/Rising Mains special boxes and Distribution Board, switch board, special any other equipment to be fabricated by Contractor within 7 days of signing of the contract.

### 8.0 Completion Drawings :

8.1 At the completion of the work and before issuance of certificate of virtual completion the contractor shall submit to the consultant / SBI layout drawings drawn at approved scale indicating the complete wiring system "As Installed". These drawings shall in particular, give the following information.

(a) Run and size of conduits, inspection, junction and pull boxes.



- (b) Location and rating of sockets and switches, controlling the light and power outlets.
- (c) Number and size of conductors in each circuit.
- (d) Location and details of distribution boards, mains, switches, switchgear and other particulars.
- (e) A complete wiring diagram, as installed and schematic drawings showing all connections in the complete electrical system.
- (f) Location of telephone outlets, T.V. Music & Fire Alarm outlet boxes, junctions boxes, sizes of various conduits.
- (g) Locations of all earthing stations, routes and size of all earthing conductors, manholes etc.
- (h) Layout and particulars of all cables.

#### **9.0 Manufacturer's Instructions:**

9.1 Where manufacturers have furnished specific instructions, rating to the materials used in this job, covering points not specifically mentioned in the documents, these instructions shall be followed in all cases.

#### **10.0 Completion Certificate :**

10.1 On completion of the Electrical Installation a certificate shall be furnished by the Contractor

#### **11.0 Qualified Competent Supervision**

11.1 The Contractor shall employ competent fully licensed, qualified full time Engineer to direct the work of Electrical installation in accordance with drawings and specifications. The Engineer shall be available at all times on the site to receive instructions from Consultant in the day to day activities, through out the duration of the contract. The foremen shall co-relate the progress of the work in conjunction with all relevant requirements of the supply authorities.



## **LETTER OF UNDERTAKING**

(The bidders are required to print this on their company's/Firm letter head and sign & stamp, shall be submitted along with technical bid)

To,  
The Asst. General Manager (Premises & Estate)  
Premises & Estate Depart  
State Bank of India  
2<sup>nd</sup> floor, Local Head Officer,  
III/1 Pt. Jawaharlal Nehru Marg,  
Bhubaneswar-751001.

Dear Sir,

### **TENDER FOR SUPPLY AND INSTALLATION OF WATER DISPENSERS AT 4<sup>TH</sup> FLOOR SBILD PAHALA AND 5<sup>TH</sup> FLOOR LHO, BHUBANESWAR**

- 1) Having examined the terms & conditions, drawings, specifications, design relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the quotation, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum on the percentage basis mentioned in the attached schedule and in accordance in all respect with the specifications, design, drawings and instructions in writing referred to in conditions of Tender, conditions of contract and with such conditions so far as they may be applicable.
- 2) Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI, the amount mentioned in the said conditions.
- 3) I/we have deposited Demand Draft / Banker's Cheque / FDR for a sum of **Rs.2750/-** (Rupees Two Thousand Seven Hundred and Fifty Only) as Earnest money deposit / one time EMD with the SBI Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to SBI
- 4) We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the work of various buildings proposed (i.e Supply and installation of water Dispensers at 4th floor SBILD Pahala and 5th floor LHO, Bhubaneswar in phases. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the Branch / buildings from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within the stipulated time limit without any extra claim for price escalation.
- 5) As when ask by the SBI/Bank, I/we shall submit the supporting technical data sheet, specification and make of the items as per the BOQ.



- 6) We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period.
- 7) I / We have not made any modification / corrections / additions /deletions etc. in the PQ/Tender documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded PQ/Tender documents from the original and / or any documentation, of SBI shall have the absolute right to disqualify / reject our Tender and also debar me / us in participating in any future tenders of SBI without any prior intimation to me / us.
- 8) We confirm that, all the materials/components/spare parts/equipment etc. to be supplied/used as a part of this contract shall be original/new materials/ components/ parts/equipment only from respective OEMs of the products and that no refurbished/ duplicate /second hand materials/components/parts/ equipment shall be supplied or shall be used.
- 9) We also confirm that we have not been blacklisted by any Bank / PSU / State or Central Govt departments for any reasons.
- 10) We confirm that we are responsible to obtain all necessary licenses, permission, NOC from all the statutory /local authorities for the smooth execution of this contract in SBI premises.
- 11) For any type of deviation ( to any of the above or subsequent instructions), it will be my/our responsibility to obtain the written instruction of the engineer –in-charge for the same failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace the all deviated materials/works from the site at my/our cost as well as I shall be liable to penalized by the SBI as deemed fit and for all such losses made thereof , I/we shall not have any right to arbitrate in any manner
- 12) I/We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity
- 13) I / We hereby understood and accordingly confirm that all Tender documents along supporting documents/annexures etc. are required to be submitted by us strictly in the prescribed format only. In case, the Bid/documents submitted by us along with this tender is found in any other formats and not complying this condition, we hereby authorize the SBI to summarily reject our tender for which we shall not make any protest.

Yours faithfully,

Signature of contractor  
With Seal



## **LIST OF APPROVED MAKE**

<b>S. N.</b>	<b>MATERIALS</b>	<b>APPROVED MANUFACTURERS &amp; MODEL</b>
1	Water Dispenser Cum Chiller	1) Kent ( Kent Perk Code 111010)
		2) Aqua Guard
		3) Voltas
		4) Blue Star

1.The contractor should obtain prior approval from SBI/ Consultants before placing order for any specific materials SBI may / delete any of the makes or brands out of the above list.

2..All materials should conform to relevant standards and codes of BIS. Materials with S.I.mark shall be used duly approved by the SBI Engineer/Architect.

3. Any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the SBI. The same will not be considered for payment.

4. Any additional item as per BOQ specifications or as per the instructions of the bank / Consultants. Any of the above items / other items if any will be as approved by the Consultants & Engineer-in-charge.

5. All Make and model samples shall be approved by the Client / Architect / Consultant before placing order to the Company/Supplier



## SAFETY CODE

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

1. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
2. First Aid Box should be kept at site with all requisite materials.
3. No one should be allowed to inspect / work at a height without Safety Belt.
4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
5. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
6. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.
8. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder 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 of fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.
  - d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
  - e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - f) Those engaged in white washing and mixing or stacking of cement bags or any materials which 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 acci-



dental 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.