

**STATE BANK OF INDIA**

**PREMISES & ESTATE DEPARTMENT  
LOCAL HEAD OFFICE, KOLKATA  
SAMRIDDI BHAVAN, BLOCK B, 9<sup>TH</sup> FLOOR,  
1, STRAND ROAD, KOLKATA – 700 001, WEST BENGAL**

**SBI INVITES TENDER FOR**

**AIR CONDITIONING WORK (DUCT MODIFICATION) AT CCG KOLKATA BRANCH (09998)**

**Last Date & Time for submission of TENDER (online) : 25.06.2026 UPTO 2:00 PM**

**Date & Time of Opening of TENDER (Technical Bids) : 25.06.2026, at 3.00 PM**

**Tender Submitted By:**

**Name of Contractor : .....**

**Address :.....**

**GSTIN:.....**

**Date:**

**Note:**

1. Bidders are requested to submit all the relevant documents mentioned in the technical bid.
2. No further queries will be entertained for submission of documents.
3. Insufficient documents along with the tender will lead to disqualification of the bidder.

Signature of Bidder with seal

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1, STRAND ROAD, KOLKATA – 700 001, WEST BENGAL**

SBI invites application cum sealed Tender (**On Item Rate Basis**) in two bid (Technical & commercial bid in separate envelopes) from Experienced Chiller/VRF ductable based vendors or vendors having experience in modification of existing ducts for **Air Conditioning Work (Duct Modification) at CCG Kolkata Branch (09998)** through our website Portal [www.sbi.bank.in](http://www.sbi.bank.in) under procurement news. The Details of the Tender are as under.

Sl.	Description-1	Description-2
1	Name & Location of work	<b>Air Conditioning Work (Duct Modification) at CCG Kolkata Branch (09998)</b>
2	Tenders shall remain valid for	90 days from the date of opening of tenders.
3	<b>Time allowed for completion of all Supplies at site</b>	<b>60 days</b> (including Sundays and Holidays) from the Date of Issue of the Work Order
4	Last date and time of submission of tender	<b>2.00 PM on or before 25.06.2026</b>
5	Date & Time of opening of Tender (Technical Bids)	<b>3.00 PM on 25.06.2026. In case</b> the tender opening date is declared as holiday / lock-down, the tender will be opened in the next working day at the same time.
6	Address for submission of Tender Document where tender will be opened	Office of, <b>The Assistant General Manager, (P&amp;E), State Bank of India, Local Head Office, Block-B, 9<sup>th</sup>Floor, Samriddhi Bhawan, Kolkata-700001</b>
7	Earnest Money Deposit (EMD) (Valid <i>MSME in this relevant category are exempted from EMD</i> )	<b>Rs.7000/- (Rupees Seven Thousand only ).</b> <b>by means of Demand Draft/BC</b> (Original DD/BC to be deposited at the office of SBI, P&E Dept, LHO Kolkata in favor of <b>State Bank of India.</b> payable at Kolkata in a sealed envelope on or before up to 2:00PM on <b>25.06.2026</b> )(MSME Exemption shall be considered for relevant category)
8	Defective liability period	<b>12 months from the date of virtual completion of work</b>
9	Liquated Damages	<b>0.5% per week subject to a maximum of 5% of contract value</b>
10	Approximate Estimated cost of the project.	<b>Rs. 6,78,400.00 + GST</b> As Applicable
11	Initial Security Deposit (ISD)	2% of the Accepted Contract Price (Work Order Value), rounded up to nearest thousand rupees. EMD will be returned to the successful bidder on receipt of ISD.
12	Total Security Deposit (TSD) in the form of Retention Money (RM)	5% of the final bill amount including ISD. ISD will be retained with us for a defect liability period i.e, 6 months from the date of final bill. No interest will be paid for the said ISD.
13	Availability of Tender	Tender documents are to be downloaded from the Bank's website

	Documents	( <a href="http://www.sbi.bank.in">www.sbi.bank.in</a> )
15	Value of Interim Certificate	No advances on materials / plant / machinery or mobilization advance shall be paid under any circumstances.
16	Deduction of Income Tax and GST	A) if applicable, TDS or Income Tax will be deducted at source as per Govt. Guidelines. B) GST is payable, if applicable GSTTDS shall be deducted as per norms B) The contractor should comply with the following. i. Contractor should have GST Registration Number ii. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision iii. 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.
17	For any details, please contact	1)Er. Harish Kumar,Chief Manager(Electrical)-9663244644 2)Er. Tanmaya Mishra,Assistant Manager(Electrical)-9674713413
19	Corrigendum	Corrigendum, if any, is to be followed as published in website only.
20	Any additional Information	The estimated rates as per the Break-up Of Quantities (BOQ) uploaded in this tender are inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes & charges, cost of the insurances as specified in the tender, cost towards testing of materials supplied, wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work. <b>However, GST on work value will be paid extra as applicable.</b>

**Note-**

1. Original EMD To Be Submitted At our Office In sealed Cover along with all signed copies as discussed in technical bids.

2. Name of work and name of vendor to be mentioned in the cover.

3. We strongly recommend the bidders should read all the T & C of bids & work scopes

4. The work shall be strictly executed as per the Bank's approved policy and Technical Parameters shall be adhered strictly. If Materials having any Defects , it shall be replaced immediately

5. Bidders shall submit hard copy of Required Documents such as Signed Technical Bid(first is required to be submitted physically during tender submission except bank's draft for Earnest Money Deposit (EMD) & Price Bid in separate envelopes. Only L1 bidder will be asked to submit the signed hard copy of all the pages of NIT in due course before issuing work order.

6. State Bank of India, Kolkata LHO has the right to accept / reject any / all tenders without assigning any reason.

**CAUTION NOTE :** Please note that the contractor quoting abnormally low / erratic rates (i.e. quoting beyond 10 % from estimated cost) will be asked to submit rate analysis or Additional performance guarantee (APG) or both in the form of Bank Guarantee or D.D issued by any scheduled Bank as per draft supplied by the Bank, within a period of one week before awarding the work. The

amount of said Bank Guarantee shall be equal to the *difference* between **90 % of estimated cost of project** and **tender amount quoted by the contractor**. This Bank Guarantee/D.D will be treated as an additional security deposit for due fulfillment of contract and will be retained by the SBI for entire completion period of the project. The contractor shall undertake not to cancel/withdraw the said Bank Guarantee/DD. In case contractor fails to undertake the job within stipulated time or leave the same incomplete or carryout substandard job, the bank will be at liberty to forfeit the said initial security deposit and additional security deposit by invoking the Bank Guarantee/en-cashing the DD. **And if the rate analysis submitted by the vendor found to be non-satisfactory & rates are non-reasonable then the vendor shall be debarred from participating in any further Tendering process (for next 6 months) to be conducted by establishments under SBI LHO Kolkata.**

Sd/-

Assistant General Manager (P&E.)

SBI, P&E Deptt., LHO Kolkata

<b>IMPORTANT NOTES</b>	
1.	The Bank reserves the right to reject any or all the tenders without assigning any reason whatsoever.
2.	Sealed Tenders are invited Capable vendors having executed similar ducting work for new projects or having expertise in modification of existing ducts i.e., <b>Part – I [Technical Bid ]+Part – II [Price Bid]</b> , to be submitted offline at 9 <sup>th</sup> Floor,B-Block,Samriddhi Bhavan,LHO Kolkata,SBI  <b>Hard Copy of Technical bids &amp; Price bids with EMD in original should be submitted to Office as above”</b>  <b><u>Part – I (Technical Bid):</u></b> Technical Bid will be available online for downloading of documents in the portal as stated above and is to besubmitted offline the address as mentioned above. <b><u>and</u></b> <b><u>Part – II Price Bid:</u></b> This shall contain the Price Bid. <b>The contractors can view the Tender Opening Details through website Portal <a href="http://www.sbi.co.in">www.sbi.co.in</a> under procurement news.</b>
4	The Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder’s risk and shall result in rejection of the bid.
5	In case the date of opening of tenders is declared as a holiday / lock-down, the tenders will be opened on the next working day at the same time. <b>Again, corrigendum, if any, are to be followed from <a href="http://www.sbi.bank.in">www.sbi.bank.in</a></b>
6	No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the Price Bid.
7	Tenders received without <b>EMD</b> shall be summarily rejected.
8	SBI has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.
9	The intending bidders are to quote their offers item wise in all the items of price bid. If vendor fails to quote their price in any of the items of price bid , the price quoted by the vendor will be assumed as “Zero”. Vendor will be bound to execute the work of the item & the work value of that item

	will be zero.
10	Any abnormal increase from the quoted price / cost will not be accepted
11	<b>5% of the value of the executed work will be retained as Security Deposit and will be refunded on satisfactory completion of Defect Liability Period period, i.e., 12 (twelve) months from the date of completion of work. No interest shall be payable on Security Deposit.</b>
12	Rates quoted shall be inclusive of providing necessary arrangements for satisfactory protection of furniture / flooring / electrical fittings / Bank's any other property during execution of the work.
	Rates shall be inclusive of cost for disposing debris and any other unserviceable materials as per direction and inconformity with the Local or any other govt. authorities' rules.
	Rates shall be inclusive of cleaning of floors, making good to damaged floor, ceiling, walls, etc., after completion of work.
	In case of any poor quality of work or substandard materials used for the purpose, shall be replaced as per instructions without any extra cost.

**Notes:-**

- **Conditional tenders shall be summarily rejected.**
- **SBI reserve their rights to accept or reject any or all the tenders, either in part or whole without assigning any reason(s) for doing so and no claim/correspondence shall be entertained in this regard.**
- **Quantities are tentative and can increase or decrease the quantities of any item and contractors have to execute the same at the quoted rates.**
- The application forms must be submitted in a prescribed format as laid down in the enclosed Annexures.

Yours Faithfully,

Sd/-

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

SBI, P&E Deptt., LHO Kolkata

**INSTRUCTIONS TO THE TENDERERS**

**1. Site and its location :- As mentioned above.**

**2. Tender documents**

The work has to be carried out strictly according to the conditions stipulated in the tender consisting of the following documents and the most workmen like manner. \*) **Instructions to tenderers, \*) General conditions of Contract, \*) Special conditions of Contract, \*) Additional Specifications, Drawings, \*) Price bid**

**\*\*\*\*\* IMPORTANT NOTE:**

**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) General Terms & conditions of contract

c) Instructions to Tenderers

d) Drawings

e) Special conditions of contract

f) Technical specification

**The tender documents are not transferable.**

**3. Site Visit:**

The tenderer must obtain himself on his own responsibility and his own expenses all information and data that may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work

**4. Earnest Money:**

As mentioned in NIT.

**5. Initial/ Security Deposit :**

The successful tenderer will have to submit a sum equivalent to **2%** of accepted tender value by means of **DD drawn** in favour of **SBI Payable at Kolkata** within a period of 7 days of acceptance of tender.

**6. Total Security Deposit:**

Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of Initial Security Deposit (ISD). Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be @10% till Total Security Deposit (TSD) including ISD reaches to **5% of contract value**. The 50% of the Total Security Deposit shall be paid to the contract on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the **defects liability period as specified in the contract( 12 months from the date of Supply)**

**7. Additional Security Deposit: In case L-1 bidder quoting abnormally low / erratic rates (i.e. quoting beyond 10 % from estimated cost) will be asked to submit rate analysis or Additional performance guarantee (APG) or both in the form of Bank Guarantee or D.D issued by any scheduled Bank as per draft supplied by the Bank, within a period of one week before awarding the work. The amount of said Bank Guarantee shall be equal to the *difference* between **90 % of estimated cost of project** and **tender amount quoted by the contractor**. This Bank Guarantee/D.D will be treated as an additional security deposit for due fulfillment of contract and will be retained by the SBI for entire completion period of the project. The contractor shall undertake not to cancel/withdraw the said Bank Guarantee/DD. In case contractor fails to undertake the job within stipulated time or leave the same incomplete or carryout substandard job, the bank will be at liberty to forfeit the said initial security deposit and additional security deposit by invoking the Bank Guarantee/en-cashing the DD.**

**8. Completion Period:**

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **60 days** from the date of award of work.

**9. Validity of tender:**

Tenders shall remain valid and open for acceptance for a period of **90 days** from the date of **TENDER** . If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not accurate, **SBI / Competent Authority has the right to accept/reject any/all tenders without assigning any reasons whatsoever.**

**DECLARATION**

I/We have understood all the above conditions. If I/We fail to start/ or execute work within the stipulated period of time, our Security deposit will be forfeited.

Place:

Date:

Signature of Contractor

**FORM OF TENDER**

To ,

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

SBI, P&E Deptt., LHO Kolkata

Dear Sir,

**SUB- Air Conditioning Work (Duct Modification) at CCG Kolkata Branch (09998)**

**1. I/We refer to the tender notice issued by the bank for above work. In connection with the above.**

**2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, conditions of contract, specifications, and bill of quantities at the respective rates quoted in the bill of quantities.**

**3. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions.**

**Subject to above, I/We do hereby agree, should this tender be accepted in whole or in part, to**

**a) Abide by and fulfil all the terms and provisions of the said conditions annexed hereto.**

**b) Complete the works within 60 days from issuance of work order.**

**4. We have submitted our Copy of Special term deposit submitted to Bank for empanelment.**

**5. We also declare that SBI may take any official actions ,**

**i) If our offer is withdrawn within the validity period of acceptance.**

**Or**

**ii) If the Contract is not executed within 10 days from the date of receipt**

**Or**

**iii) If the work is not commenced within 15 days after issue of work order or handing over of site whichever is later.**

**5. I/We understand that you are not bound to accept the lowest or any tender you receive.**

**6. Name of Partners/Directors of our Firm :**

**i)**

**ii)**

**iii)**

**Yours faithfully**

**Signature:**

**Designation:**

**Name of Partner/Director of the firm authorized to Sign or Name of person having power of attorney to sign the contract**

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

**Signature and address of witness**

**a) Signature:**

**Name:**

**Address:**

**b) Signature:**

**Name:**

**Address:**

**1. Minimum Eligibility Criteria:**

The Eligibility Criteria for Pre-Qualification of bidders is as under, those who qualify the conditions and qualification criteria, is eligible to participate further in tendering process:

- a. The bids fulfilling the following Minimum Eligibility criteria shall be the eligible bids and entitled for further evaluation, based on **Quality Cost Based Selection**. The Bidders not fulfilling the Minimum Eligibility criteria shall be rejected summarily and will not be further evaluated. No communication shall be entertained by Bank with regard to rejected bids. The Service Contractor should be capable of providing various services under one roof.
- b. The participating Bidder should mandatorily have a Permanent Office set up in **Kolkata**, documentary evidence is necessary to submit with **address proof, GST no of West Bengal** etc .
- c. The Bidders should have an average annual **turnover** of at **least Rs.2 Lakhs (Rupees Two Lakhs) during last three financial years, ending 31 march of year -2025**. Duly certified copies of the chartered accountant with audited Annual Balance sheets, Profit Loss statements, Average Annual Turnover of last three financial years :2022-23, 2023-24 & 2024-25 to be submitted in support of claims.
- d. Bidder shall produce **Balance Sheet and Profit and Loss Accounts** for financial years : 2022-23 ,2023-24,2024-25 to be submitted in support of claims certified by the Auditor. The bidder should not have incurred a loss for more than 1 years in last 3 years.
- e. Registration: The Bidder should be registered with the Income Tax.
- f. The Bidder should have successfully completed similar works of the following magnitude during the last seven years ending **31.05.2026** for Public Sector Undertakings / Govt Organizations /reputed Private Sector /IT Companies/ Banks/ Reputed national/ Multi-National Companies etc

**(if the submitted documents are not supporting relevant work experiences, Bank reserves right to reject the bid}**

- i. One similar work costing not less than the amount equal **to 80% of the estimated cost (i.e.Rs.5.5lakhs).**  
**OR**
- ii. **Two similar works each costing not less than the amount equal to 50% of the estimated cost(Rs.3.5 lakhs).**  
**OR**
- iii. **Three similar works costing not less than the amount equal to 40% of the estimated cost (Rs. 2.8 lakhs).**

Similar works means “**Chiller/VRF/Package ductable base system and/or having expertise in Duct Modification Work in the office building/Campus in Public Sector Undertakings / Govt Organizations /reputed Private Sector/ IT Companies/ /Banks/ Reputed national/ Multi-National Companies**”. Work orders without **completion certificate** will not be considered for further processing.

- g. **The Firm should have Proper office setup in Kolkata and shall have a valid GST Registration No of West Bengal(mandatory), failing which application shall be straight way rejected**(No undertaking is going to be entertained) SBI may, at its discretion, inspect the **offices for confirmation**.

- h. Satisfactory performance Certificate of completed similar projects as per the format enclosed + during last 7 years from Public Sector Undertakings / Govt. Organizations /reputed Private Sector/ IT Companies/ Banks/ Reputed national/ Multi-National Companies etc.
- i. The Bidder firm should have valid PAN Card. Copies of supporting documents to be attached.
- j. Tenders are not allowed from the firms which are found guilty of malpractice, misconduct in any Department, Govt. or by any local authority, Other State Government/Central Government's organizations.
- k. SBI reserves the right to verify the certificates, documents submitted and the quality of the services as provided by the tenderer at the respective employer's premises, as per his discretion.

**l. Conditional tenders are not acceptable.**

- m. The Bidder should not have been blacklisted by the Govt. of India Organizations / PSU / PSE / Govt. Depts./reputed Private Sector IT Companies etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory professional services during the last 7 (seven) years. (Self-declaration to be submitted by the bidder along with their application which may at Bank's discretion shall be verified).

**02. Other Terms and conditions:**

- a. Before submission of the bid, the bidders must thoroughly verify the **eligibility criteria and ensure fulfilling all the terms and conditions**. The copies of the relevant documents and certificates in proof of eligibility criteria, wherever required, are to be submitted, failing which the bids are liable to be rejected.
- b. Bids which are incomplete and / or non-responsive will be rejected during evaluation. **Bidders are requested to ensure that they provide all necessarily details while submitting the bids.**
- c. SBI reserves the right to accept / reject the offers or cancel the whole proceedings without assigning any reason whatsoever.
- d. Late / Delayed offers shall not be accepted under any circumstances.
- e. Incomplete offers will be summarily rejected. In case the specified date for the submission of offers being a holiday or declared holiday for SBI, the bid-closing deadline shall stand extended to the next working day up to the same time.
- f. SBI shall not be responsible for delayed submission or non- submission of bid due to any reason whatsoever. **The bidders are requested to submit the bid well before the due date & time of submission.** SBI shall not be responsible for any technical problem in the postal delay etc.
- g. The SBI reserves the **right to examine/ verify** the supportive documents/reports furnished by the bidders by inspection of their **work** sites through visit by its officers and /or technical Bank appointed by the SBI.
- h. If any information or document provided in the response to this pre-qualification bid is found to be wrong subsequently, the bidder shall be disqualified.
- i. The confidentiality of any or all the information shared in this context to the bidders has to be maintained and shall not be disclosed to any other agency without written permission from SBI.
- j. This pre-qualification bid is not an offer by SBI, but an invitation for bidder's response. No contractual obligation whatsoever shall arise from the EOI process.

**13. Process for Evaluation of Bids:**

- a. The Bids will be initially evaluated for the eligibility based on the documents submitted in support of eligibility criteria specified hereinbefore and accordingly bidders fulfilling the various criteria shall be shortlisted.

b. All bidders shall be advised that Technical & Price bids to be submitted at **Physical/Manual mode to the office of the Assistant General Manager (P& E) at below address :**

**Submission of Bids:**

To,

**Assistant General Manager,  
Premises & Estate department, local head office, Kolkata, Samriddhi  
Bhavan, Block b, 9<sup>th</sup> floor, #1, strand road, Kolkata – 700 001, West Bengal.**

In case of any technical clarification, bidders can contact: -

Chief Manager -Elect, **Cell -9663244644**  
Assistant Manager – Elect, Cell -9674713413

14. **SBI reserves the right to accept any or reject all the applications without assigning any reasons** therefore, no correspondence shall be entertained in this regard.

15. The decision of SBI in this regard shall be the final and binding.

## GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and, in the drawings, the work shall be carried out as per standard specifications and under the direction of SBI / Bank.

### 1. INTERPRETATION :

In constructing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:

- i) *Client*: The term Client shall denote **STATE BANK OF INDIA** with their **Corporate Centre** at “State Bank Bhavan”, Madam Cama Road, Mumbai – 400 021, Maharashtra and **Local Head Office** at “Samriddhi Bhavan”, Block B, 9<sup>th</sup> Floor, 1, Strand Road, Kolkata – 700 001, West Bengal and includes Client’s representative, successors & assigns.
- ii) *Bank*: NA
- iii) *Contractor*: The term Contractor shall mean the successful bidder in the Tendering vide this NIT , and his / their heirs, legal representatives, assigns and successors.
- iv) *Site : As mentioned above* where the work is to be executed as per the lay-out plans and drawings including any other building (s) thereat allotted by the Bank for the Contractor’s use.
- v) *Site Engineer*: The Site Engineer shall be the person / organization appointed by the Bank for adstration of construction work.
- vi) *Drawing*: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings or any other instruction, which may be given by the Bank, during the execution of the work.

All drawings relating to work given to the Contractor together with a copy of schedule of quantities are to be kept at site and the Bank, shall be given access to such drawings or schedule of quantities whenever necessary. Detail fabrication drawings where required are to be prepared by the Contractor and have these approved by Bank before taking up execution.

The Contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 15 days ahead from the time when it is required for implementation so that the Bank may be able to give decision thereon.

- “The Work” shall mean the work to be executed or done under this contract.
- “Act of Insolvency” shall mean any act as defined by the Presidency Town Insolvency Act or in Provincial Insolvency Act or any amending statutes.
- “The Schedule of Quantities” shall mean the schedule of quantities as specified and forming part of this contract.
- “Priced Schedule of Quantities” shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

**SCOPE:** The Work Consists **Air Conditioning Work at CCG Kolkata Branch (09998)** in Accordance With The Drawings And “Schedule Of Works”. It Includes Furnishing All Materials Completion Of The Work In conformity with designs, drawings, specifications, bill of quantities, etc. Should any detail, essential for efficient completion of the work be omitted from the drawings / specification, it shall be the responsibility of the contractor to inform the Bank and to furnish and install such detail with Bank’s concurrence, so that upon completion of the proposed work the same becomes acceptable.

Bank may in their absolute discretion issue further drawings and / or written instructions, details, directions and explanations, which are here after collectively referred to as “The Bank’s / Bank’s instructions” in regard to:

- a. The variation or modification of the design quality or quantity of work or the addition or omission or substitution of any work.

- b. Any discrepancy in the drawing or between the schedule of quantities and / or drawing and / or specification.
- c. The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d. The demolition, removal and / or re-execution of any work executed by the Contractor/s.
- e. The dismissal from the work of any person employed thereupon.
- f. The opening up for inspection of any work covered up.
- g. The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the Defect Liability period.

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's / instruction provided always that verbal instruction, directions and explanations given to the Contractor or his representative upon the work by the Bank shall, if involving a variation, be confirmed in writing to the Contractors within seven days. No work, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Bank. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Bank in consultation with the Bank as provided in Clause "Variation".

2. **DETAILED DRAWINGS AND INSTRUCTIONS:** The Bank through its Bank shall furnish with reasonable promptness additional instruction by means of drawings or otherwise necessary for proper execution of the work. All such drawings and instructions shall be consistent with contract documents, true documents thereof and reasonably inferable therefrom.

The work shall be executed in conformity therewith and the Contractor shall not work without proper drawings and instructions. Immediately after receipt of the work order of the contract, the contractor shall prepare a progress schedule and submit the same to the Bank through the Bank for approval which shall indicate the dates for the starting and completion of the various stages of constructions.

3. **COPIES FURNISHED:** The Contractor on the signing hereof of the Contract shall be furnished by the Bank through its Bank free of charge with a copy of the priced schedule of quantities / rates, two copies of each of the said drawings and one copy of specification and two copies of all further drawings issued during the progress of the work. Any further copies of such drawings required by the contractor shall be supplied on payment by the contractor of the charges therefor.

5. **OWNERSHIP OF DRAWING:** All drawings, specification and copies thereof furnished by the Bank through its Bank are the property of the Bank. They are not to be used on other work, and with the exception of the signed contract set, are to be returned to the Bank on request on completion of the work.

6. **FAILURE BY CONTRACTORS TO COMPLY WITH BANK'S / BANK'S INSTRUCTIONS:** If the contractor after receipt of written notice from the Bank requiring compliance of any instructions within ten days fails to comply with such instructions, the Bank through the Bank may employ other person, to carry out any such instructions whatsoever that may be necessary to give effect thereto and pay all cost in connection therewith. The contractor shall either pay the Bank the cost incurred by the Bank in connection therewith or the Bank may release the cost from any money due or to become due to the Contractor.

- **Owner's Right to Terminate the Contract:** If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within 7 days after notice to him to do so to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the contract and to give security therefore if so required by the Bank.

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

Or, shall assign or sublet his contract without the consent in writing of the SBI through the Bank or shall

charge or encumber this contract or any to the contractor there under:

payment due to which may become due

- (a) has abandoned the contract, or,
- (b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 15 days after receiving from the SBI through the Bank 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 Bank that the said materials were condemned and rejected by the Bank under these conditions, or,
- (d) 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 / Bank's instructions to the contrary subject any part of the contract.

Then and in any of said cases the SBI and or the Bank, 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 Bank 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 Bank their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or Roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the SBI or the Bank 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 15 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 same of the materials etc.

7. **VISIT TO THE SITE:** Intending tenderer shall visit the site and make him thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of transport condition, availability of labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in the tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc. for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim or compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Bank, might be deemed to have reasonably been inferred as so existing before commencement of work.

8. **TENDERS:** The entire tendering process will be conducted on website Portal [www.bank.sbi.in](http://www.bank.sbi.in) under procurement news. The Bank reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any firm or firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Bank, detailed analysis of any or all the rates shall be submitted. The Bank shall not be bound to accept the Contractor's rate analysis.

The work will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract.

All items of work described in the schedule of quantities are to be deemed and paid as complete work in all respects and details including preparatory and finishing work involved, directly related to and reasonably

detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection.

The Bank has power to add to / omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing, but no addition, omission or variation shall be made by the contractor without authorization from the Bank. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain valid for consideration for a period of 90 (ninety) days from the date of opening of tender.

#### **9. TENDER DOCUMENTS:**

The work has to be carried out strictly according to the conditions stipulated in tender consisting of the documents as NIT, Instructions to the Tenderers, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Price Bid, Drawings, etc.

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 as Price Bid, Additional specification, Technical specification, Drawings, Special conditions of contract, GCC, instructions to Tenderers.

#### **10. PERMITS AND LICENSES:**

Permits and licenses for release of materials which are under Government control shall be arranged by the contractor on behalf of the Bank. The Bank will sign any form or application that may be necessary for the purpose.

It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non-receipt of any such controlled material in due time.

The contractor will, however, be eligible to a proportionate extension of time on this account which in the opinion of the Bank is reasonable. The Contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the materials including any incidentals cost for obtaining permits and licenses etc. The costs for storing, transporting, handling etc. are to be included by the contractor in his quoted rate.

#### **11. GOVERNMENT AND LOCAL RULES:**

The Contractor shall conform to the provisions of all local By-laws and Act relating to the work and to the Regulations, etc., of the Government and Local Authorities and of any Bank with whose system the premises is proposed to be connected. The Contractor shall give all notices required by the said Act, Rules, Regulations and By laws etc. and pay all fees payable to such authority / authorities for execution of the

work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. and shall defend all actions arising from such claims or liabilities.

#### **12. TAXES AND DUTIES:**

The tenderers must include in their tender prices quoted for all duties, royalties, cess, excise, sales tax, work contract tax or any other taxes or local charges, as applicable. No extra claim on this account will in any case be entertained. However, GST as per GST act will be paid on production of GST Registration Certificate and on claim.

#### **13. QUANTITY OF WORK TO BE EXECUTED:**

The quantities shown in the Schedule of quantities are intended to cover the entire new structure indicated in the drawing, but the Bank reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. If at any time after the commencement of the work, the Bank shall, for any reason whatsoever, not require the whole work thereof as specified in the tender to be carried out the Bank shall give notice in writing of the fact to the contractor who shall have no claim to any payment as compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawing, designs and instructions which shall involve any curtailment of the work as originally contemplated.

**14. OTHER PERSONS ENGAGED BY THE BANK:** The Bank reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other Agency or persons and the Contractor shall allow all reasonable facilities and use of any scaffolding etc. for the execution of such work. All the agencies employed by the Bank on the work shall act in close co-ordination extend mutual assistance to enable completion of the work satisfactorily.

**15. EARNEST MONEY, TENDER APPLICATION FEE AND SECURITY DEPOSIT / RETENTION MONEY:**

**Value of EMD :** As mentioned in NIT

**Value of ISD :** As mentioned in NIT

The **total security deposit, i.e., retention money shall not exceed 5% of the contract value.** The retention money will not be deducted if adequate Bank Guarantee on a Nationalized Bank is submitted by the contractor. The total security deposit will be refunded to the contractor 30 (Thirty) days after end of "Defect Liability Period" provided he has satisfactorily carried out all the work, submitted all documents contractually called for and attended to all defects during defect liability period in accordance with the conditions of contract. No interest is allowed on retention money and earnest money deposit.

Further, if some dues to the Bank from the Contractor (s) have still to be recovered, the Bank reserves the right to withhold payment of so much of the retention money as in his opinion, represents the cost of the same.

**16. TIME OF COMPLETION / EXTENSION OF TIME AND PROGRESS CHARTS:**

**a) Time of Completion:**

The entire work is to be completed in all respects within the stipulated period of **60 days** (including Sundays and Holidays) from the Date of Issue of the Work Order or the Site Handover Date, whichever is later. The work shall be deemed to be commenced within 3 days from the issue of formal work order or the date on which the Contractor is instructed to take possession of the site, whichever is later. Time is the essence of the contract and shall be strictly observed by the Contractor. The work shall not be considered as complete until the Bank have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

**b) Extension of Time:**

If in the opinion of the Bank, the work be delayed for –

- delayed handing over of site
- by reason of any exceptionally inclement weather
- by reason of instructions from the Bank in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners

**17. LIQUIDATED DAMAGES:**

Should the work be not completed to the satisfaction of the Bank within the stipulated period, the contractor shall be bound to pay to the Bank a sum calculated @ **0.5 %** of the accepted Contract Price per week of delay, subject to a maximum of **5%** of the Contract Price or Certified Bill Value, whichever is higher, by way of liquidated damages and not as penalty during which the work remains uncompleted or unfinished after the expiry of the completion date.

**• Addendum to Liquidated Damages Clause:**

The parties hereby agree that due to negligence of act of the Contractor, if the employer suffers losses, damages, the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Contractor agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract. The amount of liquidated damages under this

Contract shall not exceed 5% of the Contract Price or Certified Bill Value, whichever is higher. The liquidated damages shall be applicable under following circumstances:

- (i) If the deliverables are not submitted as per schedule and time, the Contractor shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- (ii) If the deliverables are not acceptable to the Employer, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Contractor shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of the services for every week or part thereof for the delay.

Any delay beyond this, STATE BANK OF INDIA shall be free to terminate the contract and get the work done from an alternate source at the risk of the contractor, besides forfeiting ISD. The decision of the Bank as to the period of delay on the part of the contractor and the quantum of compensation for such delay shall be final and binding on the contractor

**18. ACTION WHEN WHOLE OF 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 liquidated damages amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Bank shall have power to adopt any of the following courses as they may deem best suited to the interest of the Bank:

- a) To rescind the contract (of which rescission notice in writing to the contractor under hand of the Bank shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Bank

In the event of any the above courses being adopted by the Bank the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagement or make any advances on account of or with a view to the execution of this 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 be paid any sum for any work thereto actually performed under this contract, unless and until the Bank 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.

**19. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS :**

All the work specified and provided for in the specification or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars and instructions as may from time to time be given by the Bank during the execution of the work, and to his entire satisfaction.

If required by the Bank, the Contractor shall have to carry out tests on materials in approved materials testing laboratories or as prescribed by Bank at his own cost to prove that the materials etc. under test conform to the relevant I.S. standards or as specified in the specification. No extra payment on this account should in any case be entertained.

A list of Mandatory Tests is given in Technical Specification which is only indicative and not exhaustive. Any other tests, special or routine, on any material or workmanship, advised to be done by the Bank for any reason shall be done by the contractor for which no additional payment will be made.

**20. Contractor to indemnify State Bank of India**

The contractor shall indemnify the STATE BANK OF INDIA against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision mentioned in this NIT.

**21. Contractor's superintendence**

The contractor shall fully indemnify and keep indemnified the State Bank of India 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 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 STATE BANK OF INDIA in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the STATE BANK OF INDIA 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 Bank in this behalf.

22. Without prejudice to the others rights of the State Bank of India against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the State Bank of India 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.

**23. ACCOUNT RECEIPTS AND VOUCHERS:**

The Contractor shall upon the request of the Bank furnish them will all the invoices, accounts, receipts and other vouchers that they may require in connection with the work under this contract.

If the Contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Bank shall be final and binding on the Contractor as to the amount of materials the Contractor is required to use for any work under this contract.

**24. MEASUREMENT OF WORK :**

The Contractor will record and submit to the Project Management Bank / Site Engineer / Bank with the details of measurements for their scrutiny and signature. The Contractor should submit the bill with such endorsement of PMC / Site Engineer / Bank .

**25. CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC :**

The Contractor (s) shall not deposit materials locations, which will cause inconvenience to the public. The Bank may require the contractor to remove any materials, which are considered by him to be a danger or inconvenient to the public and cause them to be removed at the contractor's cost.

**26. PAYMENTS :**

All bills shall be prepared by the Contractor in the form prescribed by the Bank, (format enclosed). Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The interim bill in proper forms must be duly accompanied by detailed measurements, duly endorsed by the Site Engineer / PMC in support of quantities of work done and must show deduction for all previous payments, retention money, etc. Advance / ad-hoc payments for work will not be normally made. However, ad-hoc payments may be made at the discretion of Bank / Bank in case of exigency.

- a) **FINAL PAYMENT** :The final bill shall be accompanied by a certificate of completion form the Bank along with all other documents required to be submitted by the Contractor under these conditions. Payment of final bill shall be made after deduction of Retention Money as specified in these conditions which sum shall be refunded in the manner stated in these conditions. The acceptance of payment of the final bill by the Contractor would indicate that he would have no further claim in respect of the work executed.

**27. VARIATION / DEVIATION:**

The Contractor may when authorized and shall, when directed in writing by the Bank / Bank, add and or omit or vary the work shown in the drawings or described in the specification or included in the priced schedule of quantities. The Contractor on his own accord shall make no addition, omission or variation without such authorization from Bank. A verbal authority or direction by the Bank / Bank if confirmed by the Contractor in writing within 7 days shall be deemed to have been given in writing. The price of all such additional / non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or an engineering rate analysis based on prevalent fair price of labour materials at site of work including wastage and other components as required plus 15% for overhead and profit etc. works contract sales Tax at prevailing rate will be payable extra over the stipulated OH / project percentage. The tender rates shall hold good for any increase or decrease in tender quantities.

No claim for an extra shall be allowed unless it has been executed by the authorization of Bank. No variation shall vitiate the contract.

**28. SUBSTITUTION:**

Should the Contractor desire to substitute any materials and workmanship he / they must obtain the approval of the Bank in writing for any such substitution well in advance. For materials designated in this specification by such term as "Equal" or "other approved", etc. Specific approval of the Bank shall be obtained in writing prior to execution.

- 29. DEFECTS AFTER SUPPLIES** :The Contractor shall make good from time to time at his own cost and to the satisfaction of the Bank all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work and considered as the "defect liability period". In default the Bank may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental there to shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank, in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover the balance from the Contractor from the amount retained under these conditions together with any expenses the Bank may have incurred in connection therewith.

**30. GUARANTEE FOR SPECIALIZED WORKS:**

Wherever provision for submission of a guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main contractor engaged for the work. The guarantee shall be furnished on a non-judicial stamp paper of appropriate value. If the contractor is required to submit guarantee / guarantees for any item / items for a period of more than 12 months, the guarantee/guarantees in case of those items shall remain valid even after expiry of the defect liability period of 12 months as stipulated in the contract.

- 31. ESCALATION:**The rates quoted shall be firm throughout the tenure of the contract (including extension of time, if any granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi etc. unless specifically provided for this document.

- 32. SUSPENSION:**If the Contractor, except on account of any legal restraint upon the Bank preventing the continuance of the work or in the opinion of the Bank shall neglect or fail to proceed with the due

diligence in the performance of his part of the contract or if he shall more than once make default, the Bank shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this Clause.

After such notice shall have been given, the Contractor shall not be at liberty to remove from site of the work or from any ground contiguous thereto, any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Contractor shall fail for 15 days after such notice has been given to proceed with the work as therein prescribed, the Bank may proceed as provided in **Clause 56** (Termination of Contract by the Bank).

### **33. TERMINATION OF CONTRACT BY BANK:**

If the Contractor being a Bank go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a compensation for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the Contractor in insolvency, shall repudiate the contract or if a Receiver of the Contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the bank that he is able to carry out and fulfill the contract and if so required by the Bank to give reasonable security there for, or if the Contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor or shall assign, charge or encumber this contract or any payments due or which may become due to the Contractor, thereunder, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the Contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the Contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the work, or shall in the opinion of the Bank not exercise such due diligence and made such due progress as would enable the work to be completed within due time agreed upon and shall fail to proceed to the satisfaction of the Bank after three clear days' notice requiring the contractor to do so shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding any previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Bank of the obligations and liabilities of the contract the whole of which shall continue in force as fully as if the contract had not been so determined and as if the work subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor). Further the Bank or his agent or servants may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials being lying upon premises or the adjoining lands or road and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other contractors or other person to complete, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the work. When the work shall be completed or as soon as thereafter as conveniently may be, the Bank shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of 14 days after receipt by him of the said notice, the Bank may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses by the Bank in getting the work carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

### **34. ARBITRATION**

- i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim,

right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter. If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amount s admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General manager (Premises & Estate) S.B.I. LHO, Kolkata and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of

deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Asst. General Manager (Premises & Estate) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Asst. General Manager (Premises & Estate) in writing in the manner and within the time aforesaid.

- ii) The Asst. General Manager (Premises & Estate) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of The Asst. General Manager (Premises & Estate) submit his claims to the conciliating authority namely the Circle Development Officer, S.B.I. L.H.O., Kolkata for conciliation along with all details and copies of correspondence exchanged between him and The Asst. General Manager (Premises & Estate).
- 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 of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified, claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contractor relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

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

both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

payable to the arbitrator if he is a Bank Officer.

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

35. **Bill Submission Format:** The bill shall be as per tender specification as detailed below along with Detail Measurement Sheet. Bill will not be accepted if detail calculation sheet of the quantity executed at site is not being attached. If required then the contractor may be ask to submit the Manufacturing certificate in due course of bill checking period

SN	Description	Unit	Tender Rate	Tender quantity	Actual quantity (L/B/D)	Tender amount	Actual amount

### Declaration

I/We hereby declare that I/We have read the above terms and conditions /instructions carefully and fully understood and will abide by the same.

Signature of the vendor with seal

Place :  
Date:

36. **Schedule of Completion** :Time is the essence of this Contract. The Contractor will have to commence the work at site within 7 days from the date of LOI and complete the entire work satisfactorily within **60 days** as per mutually agreed schedule. In case the contractor fails to mobilize the resources to site for commencing the work and complete the works as per mutually agreed time line for each phase; it is assumed that the contractor is not interested in executing the work and hence the said contract stands cancelled automatically. In such case, the Company is at the liberty to off load the work to other suitable agencies at your cost and risk.

37. **Liquidated Damage For Delay:In case of any delay in completion of work beyond the above schedule, LD @ ½ % (half percent) of the total contract value of the work for every week or part thereof for the first 4 weeks of delay and thereafter 1% (one percent) total contract value for every week, subject to a maximum of 5% (five percent) of the total Contract value on uninterrupted working condition.**

38. **Unsatisfactory Supplies /Work:**No Bills will be paid for unless found satisfactory and materials supplied strictly in accordance with the Specifications by the Company and certified by the Engineer to such effect.

39. **Defective Liability / Warranty:**

The Contractor warrants the quality of civil construction work under the scope of work for a period of **12 months from the date of virtual completion**, against defective material, poor workmanship and design.

**PROFORMA FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME**

1.	Name of the Contractor			
2.	Name of the works as given in the Agreement			
3.	Agreement WO			
4.	Tender Amount			
5.	Date of Commencement of Work			
6.	Period allowed for completion as per agreement			
7.	Date of completion as per agreement			
8.	Period for which extension of time has been given			
		<u>Date</u>	<u>Month</u>	<u>Year</u>
	(a) 1st extension vide Bank's Letter No.			
	(b) 2nd extension vide Bank's Letter No.			
	(c) 3rd extension vide Bank's Letter No.			
9.	Reasons for which extensions have been previously given ( copies of the previous applications should be attached )			
10.	Period for which extension is applied for and the reasons thereof including hindrances time for extra work assigned , if any etc.			

Signature of Contractor

## TECHNICAL SPECIFICATION AS PER BOQ

1. Regulator Type supply air Grill with removable key operated butterfly volume control dampers.
2. The Louver Grill shall be anti-smudge flush type as approved by the interior designer.
3. Site fabricated GSS (class VIII-80 GSM Zinc Coating) ducting complete with vanes, splitter dampers, fire retardant gaskets hanging arrangement including fully threaded GI rods and GI "C" channels/ rolled steel wires or Gripple Wire Rope Hangers & Supports complete with end fixing, GI "C" channels etc as per IS 655.
4. Supply /return air ducting using closed cell elastomeric nitrile rubber insulation with class 'O' fire retardant properties as per standard.
5. Square supply air diffusers with removable key operated volume control dampers with opposed blades as per the approved shop drawings and specifications. The diffusers shall be anti-smudge ring type/flat type as approved by the interior designer. Diffusers shall be with removable core for the following neck sizes. The diffusers shall be suitable for fixing in the gypsum/grid ceiling. The diffusers shall be of regular type and with outer dimension of 600mm x 600mm, 450 x 450mm, 375mmx375mm & 300mmx300mm.
6. One way blow linear supply cum return air grilles complete with fixed core as per approved shop drawings and specifications. The grilles shall be of approved colour & shade, Powder coated aluminium grilles of extruded sections with integral flanges on both sides & ends as required complete with corner pieces.
7. Exhaust work with 300 CFM axia flow inline Fan . Make -SANT, KRUGER.
8. Toilet Ventilation exhaust duct work with 24 G GI sheet.
9. Toilet Ventilation exhaust air Grill (aluminium powder coated ) Size -150 x150 mm

**Note : Vendors are requested to note that Specification mentioned in the BOQ/Price bid will be the final one, in case of any discrepancy/difference found In between the Specification of BOQ/Price bid and NIT**

**Declaration**

I/We hereby declare that I/We have read the above terms and conditions /instructions carefully and fully understood and will abide by the same.

Signature of the vendor with seal :

Date :

Place :

**Contractor signature with Date & Stamp**