Tender ID- SBI/GWL/SURKHI/ELECTRICAL/2026-2027

TENDER DOCUMENT

ELECTRICAL WORKS

FOR

SBI SURKHI

CLIENT:
STATE BANK OF INDIA
Regional Manager,
State Bank of India
RBO-6 , REGIONAL BUSINESS OFFICE, ASHOK VIHAR COLONY, TILLI ROAD, SAGAR, 470002.

Tender ID- SBI/GWL/SURKHI/ELECTRICAL/2026-2027

STATE BANK OF INDIA

Notice Inviting Tenders

State Bank of India invites online tenders from the Bank's empaneled contractors Bhopal circle for the category upto Rs 05 Lacs **ELECTRICAL works for SURKHI Madhya Pradesh -----:**

1	Name of Work	:	**ELECTRICAL works for SBI SURKHI Madhya Pradesh.**
2	Time allowed for completion	:	**30 Days** from the date of handing over of the site.
3	Earnest Money Deposit	:	**Rs 5,000.00(Five Thousand only)** by crossed Bank Draft / Banker's Cheque drawn in favour of STATE BANK OF INDIA, RBO-6 , Sagar. **(To be enclosed in sealed envelope as a part of technical Bid)**
4	Initial Security Deposit	:	2% of the total value of the contract including Earnest Money.
5	Last date and time of receipt of Tenders	:	**18.07.2026 upto 3:00 pm**
6	Address at which the tenders are to be submitted	:	**Technical Bid :** **State Bank of India** **Regional Manager, State Bank of India RBO-6 , REGIONAL BUSINESS OFFICE, ASHOK VIHAR COLONY, TILLI ROAD, SAGAR, 470002.** **Price Bid: Price Bid to be uploaded Online** www.tenderwizard.com/SBIETENDER
7	Date and time of opening Tenders	:	**18.07.2026 up to 3:30 pm** **Technical Bid : In Hard Copy** **Price Bid: Online only**
8	Place of opening tenders	:	**Technical Bid: to be submitted in Hard Copy at Regional Manager, RBO-6 , REGIONAL BUSINESS OFFICE, ASHOK VIHAR COLONY, TILLI ROAD, SAGAR, 470002.** **.** **Price Bid: to be submitted online** www.tenderwizard.com/SBIETENDER
9	Defects Liability Period		12 months from the date of handing over of the project to the satisfaction of Bank
10	Validity of offer		90 days from the date of opening the tenders.

11	Liquidated Damages		At the rate of 0.5% of the contract value per week which subject to a maximum of 5% of the accepted contract value.
12	**Note:**		If the vendor is found to have delayed the running/in hand project beyond the prescribed time limit specified in related tender document, the vendor will not be issued the new tender until completion of the previous delayed work.

Mode of Submission of Tender: The tender shall be submitted in both physical and online in two cover system in accordance with the procedure detailed herein below. Specified documents shall be sealed in envelopes of appropriate size each of which shall be sealed.

1) First Envelope marked Cover 1 shall contain Earnest Money Deposit along with Covering Letter and Tender Document.

2) Envelope marked Cover 2 shall be of adequate size and shall contain envelopes marked Covers 1 & tender document/Undertaking as in Annexure- I and shall be properly sealed & signed. This envelope shall be endorsed on the outside face as under:

"ELECTRICAL Work for SBI SURKHI Madhya Pradesh"--

The envelope marked Cover 2 containing the tender documents/ Undertaking as in Annexure- I as per instructions mentioned above shall be submitted in the office of Regional Manager, RBO-6 , REGIONAL BUSINESS OFFICE, ASHOK VIHAR COLONY, TILLI ROAD, SAGAR, 470002., ON OR BEFORE 3.00 p.m. on 18.07.2026

Envelope marked Cover 1 & Cover 2 containing Earnest Money Deposit along with Covering Letter, tender document/Undertaking as in Annexure- I will be opened if the Earnest Money Deposit of Tender Document, tender document/Undertaking as in Annexure- I is not found as prescribed, the tender shall be rejected.

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.

State Bank of India has the right to accept / reject any or all tenders without assigning any reasons.

For E-Tender related queries: **Service provider:** M/s Antares Systems Limited, Registered Office at: - #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079. Ph: - 080-49352000 / 40482000 Fax: - 080-49352034

Help Desk: Contact Person: Mr. Abhay Kumar / Mr. Pravesh Mobile no. 9708966660/ 9795607892/ 9044314492(On working days-9 hours–18 hours)E-mail: rishishankar.c@antaressystems.com / kushal.b@antaressystems.com

For any other queries the vendors may contact the Manager (Electrical), SBI, A.O., Gwalior Phone No. 9755443076

STATE BANK OF INDIA

SIGNATURE OF THE TENDERER

INSTRUCTIONS TO THE TENDERERS

1.0 **Scope of Work**

State Bank of India invites online Tenders from the Bank's Empanelled Contractors Bhopal circle category up to Rs. **05** Lacs for the **ELECTRICAL Work at SBI SURKHI Madhya Pradesh:**

1.1 **Site and its Location**

The proposed work is to be carried out --------- **SURKHI**

Tender Documents

2.1 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

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) Additional Specifications

c) Technical Specifications

d) Drawings

e) Special Conditions of Contract

f) General Condition of Contract

g) Instruction to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from e-tendering portal of the e-tendering service provider engaged by SBI

2.4 The tender documents are not transferable.

3.0 **Site Visit**

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy 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, **liaison requirements with local authorities/ authorities maintaining the campus, security agencies guarding the campus, traffic regulations in and around the site 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. 5,000.00(Five Thousand Only)** in the form of Demand Draft or Bankers' Cheque in favour of **State Bank of India payable at RBO-6 Sagar** drawn on any Bank in India.

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 EMD of unsuccessful tenderers will be refunded/ returned within 30 days of award of Contract.

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

5.0 **Initial Security Deposit**

The successful tenderer will have to submit a sum equivalent to **2% of contract value less EMD,** by means of Demand Draft drawn in favour of State Bank of India payable at RBO-6 Sagar within a period of 7 days of acceptance of tender.

6.0 **Security Deposit**

6.1 Total security deposit shall be **5% of contract value**. Out of this 2% of contract value is in the form of initial security deposit, which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bills i.e., deduction from each running bill account will be 10% till total 3% of contract value is reached. 50% of the total security shall be paid to the contractors on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract provided he has carried out all the work and attended to all the defects in accordance with the condition of the contract and clearance, if any, of the observations of the CTE of CVC.

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

7.0 **Signing of Contract Documents**

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

8.0 **Completion Period**

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of **30 days** from the date of handing over of the site.

9.0 **Validity of Tender**

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

10.0 Liquidated Damages

The liquidated damages shall be 0.5% per week subject to a maximum of 5% of the accepted Contract Value.

11.0 Rate and Prices:

11.1 The tenderers shall quote their rates for individual items both in words and figures. In case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the total amount will be corrected.

11.2.1 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.

11.2.2 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.

11.3 The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/Bank.

11.4 Each page of the BOQ shall be signed by the authorized person and cutting or over writing shall be duly attested by him.

11.5 Each page shall be totaled and the grand total shall be given.

11.5.1 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies etc. and deduction at source for Income Tax, Work Contract Tax etc. will be made as per statutory rules.

11.5.2 The contractor shall be required to conduct necessary tests of the water brought from tube well or any other outside source, from approved laboratory.

11.5.3 The contractor is required to comply with all act of the Government relating to labour and the rules and regulations made there under from time to time and to submit at the proper times all particulars and statements required to be furnished to the appropriate authorities.

12 Vendor has to submit in Hard copy the tender document along with all terms & Conditions, Specifications and subsequent annexure and corrigendum's

duly signed and stamped by authorized representative/ signatory on becoming L1. However we accept all the terms and conditions along with the specifications, Drawings, Layouts etc defined in the tender documents.

12.0 Nominated Contractor for Allied work, if any.

The contractor shall get allied works executed only through Contractors already in SBI's Panel, for different categories of works.

13.0 If the L1 Price quoted is more than 10% below the estimated cost the vendor has to submit the additional security deposit as performance guarantee of the amount of total % value less than the estimated value. The Performance guarantee will be released after successful completion of the work.

Annexure-I

UNDERTAKING
(To be submitted along with the technical Bid)

To

Regional Manager,
RBO-6 , REGIONAL BUSINESS OFFICE ,
ASHOK VIHAR COLONY,
SAGAR-470002.

Dear Sir,

Reg.:-ELECTRICAL Works in SBI, SURKHI. I / We refer to the tender notice issued by you for ELECTRICAL works and allied works in connection with the above.

2. I undertake to submit in Hard copy the tender document along with all terms & Conditions, Specifications and subsequent annexure and corrigendum's duly signed and stamped by authorized representative/ signatory on becoming L1. However we accept all the terms and conditions along with the specifications, Drawings, Layouts etc defined in the tender documents.

3. I / We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, designs, conditions of contracts, specifications, schedule of quantities relating to the works.

4. 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 fullfill all the terms and provisions of the said conditions annexed here to,

b. Complete the works within **30 Days** as per the work programme enclosed with the tender in two or three shifts if considered necessary by the Employer / Consultants at no extra cost to the Employer.

5. **Earnest Money of Rs.5,000.00(Rupees Five Thousand only)** in the form of **Demand Draft / Banker's Cheque drawn in favour of State Bank of India**

payable at RBO-6 Sagar, respectively which, I / We note, will not bear any interest and is liable for forfeiture.

I. If our offer is withdrawn within the validity period of acceptance by the Employer.

Or

II. If the contract agreement is not executed by us within 7 days from the date of receipt of the letter of acceptance.

Or

III. If we fail to pay the initial security deposit as stipulated.

Or

IV. If the work is not commenced within 3 days after issue of work order.

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

The names of **DIRECTORS** of our Firm are:

1. _____
2. _____
3. _____
4. _____

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 witnesses:

a. Signature ……

Name ……..

Address ……..

b. Signature……

Name …….

Address …….

b. Signature……

Name …….

Address ……

AGREEMENT

This agreement made on the _____day of _____2024 _____ BETWEEN **State Bank of India** a corporation constructed under the State Bank of India Act, 1955 and having its Local Head Office at Bhopal and many other places, (hereinafter called "the Employer") of the one part and M/s _____ through its _____ having its registered office at _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of executing Certain Works to be **carried out at SURKHI** SBI as per Schedule-I, to this agreement and has caused Drawings, Bills of Quantities and Specification describing the work to be done, prepared by SBI (hereinafter called "Employer").

AND WHEREAS the said Drawings, the Bills of Quantities marked pages _____ to _____ (inclusive) and the Specifications as stated have been signed by or on behalf of the parties hereto:

AND WHEREAS the Contractor has agreed to execute the work upon the Conditions of Tender and the Conditions of Contract and further subject to the Special Conditions set forth in Schedule-II hereto attached (hereinafter collectively referred to as "the said Conditions") as per the said Drawings and as described in the said Specification and included in the said Bills of Quantities for the sum of Rupees _____

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the sum of Rupees _____ to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Drawings and described in the said Specification and Bills of Quantities.

2. The Employer shall pay to the Contractor the said sum of Rs._____
_____
_____ or such other sum as shall become payable hereunder at the times and in the manner specified hereinafter.

3. The term "The Consultant" in the said conditions shall mean Bank or in the event of their ceasing to be Consultants for the purposes of this Contract, such other persons as shall be nominated for that purpose by the Employer, not being a person to whom the contractor shall object for reasons considered to be sufficient by the Employer mentioned in the said Conditions. Provided always that no persons subsequently appointed to be Consultants under this Contract shall be entitled to disregard or overrule any decision or approval or direction given or expressed by the Consultants for the time being.

4. The said Conditions, Specifications and Priced Bills of Quantities shall be read and construed as forming part of this agreement, and the parties hereto shall respectively

abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such Conditions, Specifications and Priced Bills of Quantities contained.

This agreement is subject to jurisdiction of courts in RBO-6 Sagar only.

The Regional Manager, State Bank of India RBO-6 , REGIONAL BUSINESS OFFICE, ASHOK VIHAR COLONY, TILLI ROAD, SAGAR, 470002. shall exercise powers on behalf of the said Employer for the purpose of the Contract Agreement.

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Whereas both the parties agree to sign the following annexure Annexed to this Agreement in token of their acceptance.

I) Agreement

II) General Conditions of contract.

III) Special Condition of Contract.

IV) Safety Codes.

V) Specifications.

VI) Material Testing & Their Frequency.

VII) List of Approved Makes/ Brands

VIII) Priced Bill of Quantities.

IX) Drawings.

The Bank shall pay the contractor such sum as shall become payable hereunder at the times and in the manner specified in the said Conditions mentioned in the General Conditions of Contract.

Whereas the Contractor hereby undertakes and agrees to carry out and complete the works within **30 days** from the date of handing over site or five days from the date of issue of letter of acceptances, whichever is later. The Contractor agrees and has deposited the sum of Rs. _____ by way of Initial Security Deposit for due fulfillment of this Contract for the Works. It is agreed that the Security Deposit shall be deducted from each running bills and refunded to the contractor as per clause 2 of the General Conditions of the Contract Annexed herewith.

Whereas it is agreed that the earnest money amounting to **Rs. 5,000.00(Rupees Five Thousand only)** deposited by the Contractor in the form of Demand Draft along with the tender shall be forfeited in full in case the Contractor does not remit the Initial Security Deposit within the stipulated period of the start of the works by the stipulated date mentioned in the award letter.

Whereas Shri _____ is the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Employer in relation to the Works. The Contractor agrees to pay Sales Tax or any other Tax on material or finished works like Works Contract Tax, Turnover Tax etc. including Income Tax in respect of this Contract of the Works and the Employer will not entertain any claim whatsoever in this report nor the Employer shall be responsible to pay any Tax as mentioned above. If due to non – payment of any of the aforesaid Tax or other Taxes connected with the Works, the Contractor suffers any loss or damages occurred to the Contractor and the Employer will be entitled to claim damages from the

contractor for non completion of the Work within **12 calendar months** stipulated in Para 9, above.

Whereas the Contractor hereby declares the list of all the relative working with the Employer which is annexed herewith.

OR

Whereas the Contractor declares that none of his relative is working with the Employer.

OR

Whereas the Contractor declares that he has associated himself with the agencies of the appropriate classes of person for Sanitary and Water Supply Installation etc. or any other specialized job to complete the works.

The Plans, Drawings, Specifications, Contract Documents and the **Regional Manager, RBO-6 , REGIONAL BUSINESS OFFICE, ASHOK VIHAR COLONY, TILLI ROAD, SAGAR, 470002.** for the time being as mentioned in the Conditions of Contract in reference to all matters of dispute as to material, workmanship or account and as to the intended interpretation of the clauses of the Agreement or any of the document attached hereto shall be final and binding on both parties and may be made rule of the court.

The work comprises of the **"ELECTRICAL Works in SBI, SURKHI (M.P.)"** as mentioned above and all subsidiary and other works connected therewith on the same site as may be ordered to be done from time to time by **Regional Manager, RBO-6 , REGIONAL BUSINESS OFFICE, ASHOK VIHAR COLONY, TILLI ROAD, SAGAR, 470002.** for the time being even though such works may not have been shown on the , Plans or described in the said Specifications or Schedule of Quantities of various classes of Work to be done.
The Employer through the **Regional Manager, RBO-6 , REGIONAL BUSINESS OFFICE , ASHOK VIHAR COLONY, SAGAR-470002** reserves himself the right of altering the Plans, Drawings and nature of Work of adding to or omitting any items of work or having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this Contract.

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Delhi and only the courts of Delhi shall have jurisdiction to determine the same.

The several parts of this Contract have been read to us and fully understood by us.

In Witness whereof the parties above named have executed these presents today and year first hereinabove written.

Signed, Sealed and Delivered by:

Authorized Representative of Employer

Authorized Representative of Contractor

SCHEDULE I

"ELECTRICAL Works in SBI, SURKHI" all as described in Tender and Drawings inclusive hereto as Specifications.

SCHEDULE II

The following Letters/ Correspondence form a part of Agreement:

1.
2.
3.

As witness our hands the day and year first written above,

In presence of

Signature:	Signature by the said Employer
Name:	Name:
Occupation:	Designation:
Address:	Address:

In presence of

Signature:	Signature by the said Contractor
Name:	Name:
Occupation:	Designation:

Address: Address:

GENERAL CONDITIONS OF CONTRACT (GCC)

I) Definitions:

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

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

1.1.1 'SBI' shall mean State Bank of India (client) having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai-400 021 and includes the client's representatives, successors and assigns.

Consultants/ Consultants' shall mean **SBI, RBO-6 Sagar**, Site Engineer' shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

5.2.1 '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.

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.

5.2.2 'Engineer' shall mean the representative of the Architect/Consultant.

5.2.3 '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 under the deductions there from as may be made under the provision herein after contained.

5.2.4 '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.

5.2.5 "Week" means seven consecutive days.

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

II) Total Security Deposit

Total Security Deposit comprise of:

Earnest Money Deposit
Initial Security Deposit
Retention Money

1.0 Earnest Money Deposit:

The tenderer shall furnish EMD of **Rs. 5,000.00 (Five Thousand only)** in the form of **Demand Draft drawn in favour of State Bank of India payable at RBO-6 Sagar** on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

2.0 Initial Security Deposit (ISD)

The amount of ISD shall be **2% of accepted value of tender** including the EMD in the form of D/D drawn on any scheduled Bank and shall be deposited within 7 days from the date of acceptance of tender.

3.0 Retention Money:

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 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit, i.e. **the ISD plus Retention Money shall both together not exceed 5% of the contract value.** 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the Architect / consultant. The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

4.0 Language

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

3.0 **Errors, Omissions and Discrepancies**

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

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

1 Between the written or shown description or dimensions in the drawings and the correspondence one in the specification the former shall be taken as correct.

2 Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted.

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

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

4.0 **Scope of Work:**

The contractor shall carryout complete and maintain the said work in every respect in strictly accordance with this contract and with the directions of and to the satisfaction of the Bank/ to be communicated through the architect/ consultant. The architect/ consultant at the directions of the Bank from time to time issue further drawings and / or written instructions, details directions and explanations which are hereafter collectively referred to as 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 specifications. The removal from the site of any material brought thereon by the contractor and any substitution of any other materials therefore the removal and / or re-execution of any work executed by him. The dismissal from the work of any person employed / engaged thereupon.

6.0 i) Letter of Acceptance:

Within the validity period of the tender the Bank shall issue a letter of acceptance either directly or through the architect by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the SBI 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 **seven days** thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

ii) Ownership of Drawings:

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

iii) 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 work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

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

iv) Copies of Agreement:

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

v) Liquidated Damages:

If the contractor fails to maintain the required progress in terms of clause 30 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 contract value per week which is subject to a maximum of 5% of the contract value.

vi) 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 of best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the SBI / Architect/ Consultant he shall be removed from the site immediately.

vii) Permits, Laws and Regulations:

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with regulations, laws, and ordinances rules, applicable to the contract. 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.

12.0 Setting out Work:

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the architect/ consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the 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.

13.0 Protection of Works and Property:

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

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property on, about or adjacent to his place of work. The contractor shall take insurance covers as per clause 26.0 at his own cost. The policy may take in joint names of the contractor and the SBI and the original policy may be lodged with the SBI.

a) Inspection of Work:

The SBI Architect/ Consultant or their representatives shall at all reasonable times 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.

b) Assignment and Subletting

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

16.0 Quality of Materials, Workmanship & Test

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

6.0 Samples

All samples of adequate numbers, size, shades and 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 Architect/ Consultant. Before submitting the sample / literature the contractor shall satisfy himself that the material/ equipment for which he is submitting the sample/ literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect / consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect / Consultant for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Architect / Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

iii) **Cost of Tests**

The cost / expenditure required for the tests shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

iv) **Costs of Tests not provided for**

If any test is ordered by the Architect / Consultant which is either

If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect / Consultant 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.

17.0 Obtaining Information Related to Execution of Work

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

18.0 Contractor's Superintendence

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

14.0 **Quantities**

ii) The Bill of Quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 20, 21 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 22 (e) hereof.

20.0 Works to be measured

The Architect / Consultant may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the Architect / Consultant shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorised representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the M book should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Architect / consultant shall be final. All authorised extra work, omissions and all variations made shall be included in such measurement.

21.0 Variations

No alteration, omission or variation ordered in writing by the Architect / consultant shall vitiate the contract. In case the SBI / Architect / Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or

omissions from the works or any alteration in the kind or quality of the materials to be used therein, the Architect / Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without 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.

a) Valuation of Variations

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

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

19.0 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 he receipt of the letter of acceptance inform the Architect / consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect / Consultant shall fix such rate or prices as in the circumstances in his opinion 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 Architect / Consultant) the workman's name and materials employed be delivered for verifications to the Architect / consultant at or before the end of the week following that in which the work has been executed.

e) It is further clarified that for all such authorised 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 wastage etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

b) Final Measurement

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

c) Virtual Completion Certificate (VCC)

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

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

ii) 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.

iii) 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.

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

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

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

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the Architect / consultant is satisfied of the completion of the work. Relative to which the completion certificate has been sought, the Architect / consultant shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the SBI'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.

d) **Work by other Agencies**

The SBI / Architect / Consultant 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 provided 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 manner as not to impede the progress of the works included in the contract.

e) Insurance of Works

26.1 Without limiting his obligations and responsibilities under the contract, the contractor shall insure in the joint names of he SBI and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI and contractor are covered for the period stipulated in clause 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to 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 Architect / consultant the policy if insurance and the receipts for payment of the current premiums.

26.2 **Damage to Persons and Property**

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBI 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 he 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:

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

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

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

25.0 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 for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed 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.

26.3 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 matters referred to in the provision sub-clause 26.2 of this clause.

(1) 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 there from, provided that the contractor shall not be liable to indemnify the SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect / Consultant in this behalf.

a) Third Party Insurance

b) Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 26.0 of GCC shall insure against his liability for any material 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 mattes referred to in the provision to clause 26.0 thereof.

c) 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 of the Architect / consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

d) The minimum insurance cover for physical property, injury, and death is Rs. 5 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.

e) Accident or Injury to Workman

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.

f) 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 that any persons are employed by him on the works and shall, when required, produce to the architect / consultant such policy of insurance and receipt for payment of the current premium. Provided always a 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 be insured against the liability in respect of such persons in such manner that SBI in indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect / Consultant when such policy of insurance and the receipt for the payment of the current premium.

g) Remedy on Contractor's failure to Insure:

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

Without prejudice to the others rights of the SBI 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 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.

f) Commencement of Works:

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

g) Time for Completion

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

h) 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 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 clause10.0 of Instructions to the Tenderers shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

i) Rate of Progress

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

j) Work during Nights and Holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect / Consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect / consultant. However, the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the

progress and quality of the part of the works being technically required / continued with the prior approval of the Architect / Consultant at no extra cost to the SBI.

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

k) No Compensation or Restriction of Work.

If at any time after acceptance of the SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect / Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly, in the matter. The contractor shall 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 bonafide brought to the site of the work by the contractor and rendered surplus

as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect / consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

"In case of such stores having been issued for SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect / consultant shall be final.

l) Suspension of Work

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

a) One account any default on the part of the contractor, or

a) for proper execution of the works or part thereof for reasons other then the default of the contractor, or for safety of the works or part thereof.

b) 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 Architect / consultant.

ii) If the suspension is ordered for reasons (b) and (c) 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.

34.0 Action when the whole Security Deposit is forfeited

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his

security deposit the Architect / consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI.

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 Architect /Consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same 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, 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 safe 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 rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect / consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

35.0 Owner's Right to Terminate the Contract

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

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

Or shall assign or sublet this contract without the consent in writing of the SBI 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

26 Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for days after receiving from the SBI

through the Architect / Consultant written notice to proceed, or

27 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 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 determent of good workmanship or indefiance 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 was interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient 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 realised 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.

26 Certificate of Payment

The contractor shall be entitle under the certificates to be issued by the Architect / Consultant to the contractor within 14 working days from the date of certificate to the payment from SBI from time to time. The SBI shall recover the statutory recoveries towards Income tax, Work contract tax as per the prevailing bye laws 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 with hold 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 interim bills only after taking actual measurements and property recorded in the measurement books

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect/ Consultant shall issue the certificate of payment within a period of two months. The SBI shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

The contractor shall submit the interim bills in the prescribed format with all details.

37.0 Settlement of Disputes and Arbitration

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 those 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.

b) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any 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 **REGIONAL MANAGER, RBO-6 , REGIONAL BUSINESS OFFICE, ASHOK VIHAR COLONY, TILLI ROAD, SAGAR, 470002.** 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 **REGIONAL MANAGER RBO-6 , REGIONAL BUSINESS OFFICE, ASHOK VIHAR COLONY, TILLI ROAD, SAGAR, 470002. (M.P.)** 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 **REGIONAL MANAGER**, **RBO-6, REGIONAL BUSINESS OFFICE, ASHOK VIHAR COLONY, TILLI ROAD, SAGAR, 470002. (M.P.)** in writing in the manner and within the time aforesaid.

c) **REGIONAL MANAGER**, **RBO-6, REGIONAL BUSINESS OFFICE, ASHOK VIHAR COLONY, TILLI ROAD, SAGAR, 470002. (M.P.)** 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 **REGIONAL MANAGER, RBO-6, REGIONAL BUSINESS OFFICE, ASHOK VIHAR COLONY, TILLI ROAD, SAGAR, 470002.** submit his claims to the conciliating authority namely the **REGIONAL MANAGER, SBI, RBO-6 SAGAR** for conciliation along with all details and copies of correspondence exchanged between him and the Regional Manager.

d) 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 walved.

e) 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 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 of the Bank,** It will also be the objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the **Chief General Manager of the Bank,** 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 **Chief General Manager of the Bank,** 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 re-enactment thereof and the rules made there under.

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

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

38.0 Water Supply

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

That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect / Consultant.

The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect/ Consultant is unsatisfactory.

The contractor shall construct temporary well / tube well in SBI land for taking water for construction purposes only after obtaining permission in writing from the SBI. The contractor has to make his own arrangement for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original conditions after wells are dismantled on

completion of work or hand over the well to the SBI without any compensation as directed by the Architect/ Consultant.

39.0 Power Supply

The contractor shall make his own arrangements for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost of running and maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges required for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

40.0 Treasure Trove etc.

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

41.0 Method of Measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the Bureau of Indian Standards. In the event any dispute / disagreement the decision of the Architect / consultant shall be final and binding on the contractor.